



In God We Trust

Minutes
March 2, 2023
Open Session
7:00pm

BOROUGH OF BOGOTA
Mayor and Council Regular Meeting

Meeting of the Borough of Bogota Mayor and Council meeting held on this date March 2, 2023 in Borough Hall, 375 Larch Ave, Bogota, New Jersey at 7:00 P.M

The notice for this meeting's time, date, location, and agenda fulfills the "Open Public Meetings Act," P.L.1975, c. 231, requirements.

Roll Call

Mayor Kelemen- Present
Council President Carpenter- Absent
Councilwoman Granquist- Present
Councilman McHale- Present
Councilman Mitchell- Present
Councilwoman Murphy- Present
Councilman Robbins- Absent

Also attending were Borough Administrator Hynes, Borough Attorney Betesh, Deputy Clerk Baque and Acting Borough Clerk Flores-Bolivard.

Mayor Kelemen led the Pledge of Allegiance.

Citizen Remarks: One (5) minute time limit per person.

Councilman McHale made a motion to open Citizen Remarks, which was seconded by Councilwoman Granquist. The motion passed with a voice vote.

Willie Ortiz-Requested an update on Fairview Ave traffic and the Fairview Ave grant. He shared that his son received a ticket for overnight parking. He was concerned that the bathrooms at the park are locked and the track needs maintenance.

Carmel Birney- said that the DPW calendar and signage have different hours for the recycling center. She said there are no gates that come down on the railroad crossing to prevent cars from going through. She suggested that Bogota schools should be closed on the referendum election day. She said that the holiday events that the Recreation Committee runs will not be combined.

George Nunez- supports all of the volunteers who work hard for the town, including the Council, Board of Education and Recreation Committee. He prefers that Council meetings have two Citizen Remarks.

Councilman McHale made a motion to close Citizen Remarks, which was seconded by Councilwoman Murphy. The motion passed with a voice vote.

Councilwoman Murphy- said that the intention of the Council was not to combine Recreation Committee events. She continued that the Planning and Zoning Board fought to get a gate for the railroad crossing, which will be installed when the Bogota Golf Center is redeveloped, but it is not required by law. The Bogota Schools are requesting a virtual day for the referendum election day, but the children will not be in the schools regardless. The intention for the Citizen Remarks is to have one Citizen Remarks for work session meetings and two for action meetings.

Acting Clerk Flores-Bolivard- recommended that the schools be closed for the referendum election day, and the school administrator said they school would be closed.

Mayor Kelemen-said that the kids were abusing the bathrooms which is why they are closed. He said it may require a person to be present to prevent kids from misbehaving. He directed Borough Administrator Hynes to look at the DPW calendar and signage.

Discussion: Extension for the BCUA

Borough Administrator Hynes- explained the BCUA is raising the fees that the Borough is charged for garbage tipping fees. He said that Superintendent Kohles recommended extending the agreement with BCUA for one year

Councilman Mitchell made a motion to approve the one-year extension, which was seconded by Councilwoman Murphy. All Councilmembers present voted yes, except for Council President Carpenter and Councilman Robbins who were absent.

Resolutions

Consent Agenda

2023-68 Matching grant award from the 2020 Funding Round of the Bergen County Open Space Recreation

2023-69 Matching grant award from the 2021 Funding Round of the Bergen County Open Space
2023-70 #3 & Final - Pine Street Section 2 and Larch Avenue (NJDOT Funded) Project - 2.24.23

2023-71 Shared Services Agreement for The Provision of Employee Assistance Program (EAP)

2023-72 Borough of Bogota 2023 Green Purchasing Policy
2023-73 Hire one SLEO 3 for one of the Bogota Schools Fidel Valdes
2023-74 Emergency declaration - Replace 12-inch Sanitary Main - Fairview Avenue

Councilman McHale made a motion to approve the consent agenda, which was seconded by Councilwoman Granquist. All Councilmembers present voted yes, except for Council President Carpenter and Councilman Robbins who were absent.

Resolution to be Voted on Separately

PC23-04 Payment of Claims

Councilman McHale made a motion to approve PC23-03, which was seconded by Councilwoman Murphy. All Councilmembers present voted yes, except for Council President Carpenter and Councilman Robbins who were absent.

Approvals

Minutes 2/16/2023

Councilman McHale made a motion to approve the minutes of the 2/16/23 meeting, which was seconded by Councilwoman Granquist. All Councilmembers present voted yes, except for Council President Carpenter and Councilman Robbins who were absent.

Closed Session Minutes 2/16/2023

Councilman McHale made a motion to approve the closed session minutes of the 2/16/23 meeting, which was seconded by Councilwoman Granquist. All Councilmembers present voted yes, except for Council President Carpenter and Councilman Robbins who were absent.

Second Citizen Remarks: One (5) minute time limit per person.

Councilman Mitchell made a motion to open the Second Citizen Remarks, which was seconded by Councilwoman Murphy. The motion passed on a voice vote.

Willie Ortiz- said that he likes having two Citizen Remarks. He suggested providing additional overnight parking so people do not have to park overnight far away from their homes.

Michelle Rugar- said that the Council tried to address overnight parking many years ago, and the issue is still important. There is multifamily housing in town that does not have any parking and she urged the Council to work on this issue.

George Nunez- approves of having one Citizens Remarks for work session meetings. He said that the ban on overnight parking is hardship to some residents. He praised Acting Clerk Flores-Bolivar on the agenda format and all the positive impacts she has had in Bogota. He said she is very deserving of being made the permanent official Clerk and hopes the Council will do so.

Bob Ferro- said that his landlord raised the cost of parking after there were more housing units planned to be built across the street.

Carmel Birney- thanked the Council for ensuring the schools are closed on referendum election day. She said the Recreation Committee website needs to be updated.

Danielle Fede- said that Ray Dwyer is the Borough webmaster and is very responsive when he sent information. She shared that there is a website to request overnight parking and residents are limited to 5 nights per month.

Michelle Rupar- requests to know where the 5 night per month overnight parking limit is codified. She does not think neighborhood safety is a good reason to prohibit overnight parking, as the police are very responsive.

Councilwoman Murphy- made a motion to close Second Citizen Remarks, which was seconded by Councilman Mitchell. The motion passed with a voice vote.

Councilwoman Murphy- recommended having a traffic engineer review Bogota's streets to allow overnight parking safely and Councilman Mitchell agreed. She suggested having a parking committee to look at options and find solutions.

Mayor Kelemen- asked everyone to review their part of the website and send changes to Ray Dwyer, the Borough webmaster. He said that landlords and realtors do not tell people that there is no overnight parking in Bogota and it should be added to the continued certificate of occupancy form.

Acting Clerk Flores-Bolivard- said she passed all of her classes to be a Clerk and is waiting to take the test to become certified.

Reports

Mayor Kelemen- congratulated the DPW for their exceptional cleanup from the recent snowstorm. There were 4 Covid cases this week and 4 last week. The Council had its budget meeting recently and heard from the departments about what they need. The first Ramadan celebration will be on March 21, 2023 in front of Borough Hall. The Borough will install a Victorian Clock at Fireman's Park in memory of those who were lost due to Covid.

Councilman McHale- requested that there be two gateway signs when you enter Bogota from Hackensack. He says he plans to walk all the Borough parks and property as part of his property maintenance duties. He said it is very important for everyone to vote in the upcoming school referendum.

Councilwoman Granquist- shared that the first Ramadan celebration will be on March 21, 2023 at 7PM. The Rescue Squad will participate in the St. Patrick's Day Parade on March 12, 2023. The annual boot drive will be held on April 29, 2023 with a rain date of May 6, 2023. The

mutual aid agreement between Bogota and Ridgefield Park is moving along, there are still some details to figure out.

Councilwoman Murphy- plans to meet with Councilwoman Granquist and Borough Administrator Hynes to discuss personnel issues. She expects presentations about Orchard Terrace and Outwater developments at the Planning and Zoning Board meetings on March 14, 2023 and March 28, 2023.

Councilwoman Granquist made a motion to introduce By-Laws of the Council of the Borough of Bogota revised February 17, 2023, which was seconded by Councilman Mitchell. All Councilmembers present voted yes, except for Council President Carpenter and Councilman Robbins who were absent.

Councilman Mitchell- no report.

Borough Administrator Hynes- no report.

Borough Attorney Betesh- no report.

Acting Clerk Yenlys Flores-Bolivard- said that March 7, 2023 is the last day to request a vote by mail ballot to vote in the March 14, 2023 referendum.

Councilman McHale made a motion to enter closed session, which was seconded by Councilwoman Murphy. The motion passed with a voice vote.

Councilwoman Murphy made a motion to enter open session, which was seconded by **Councilman McHale**. The motion passed with a voice vote.

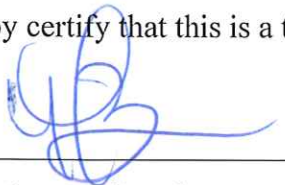
Councilwoman Murphy made a motion to adjourn the meeting, which was seconded by **Councilwoman McHale**. The motion passed with a voice vote.

Adjournment

Being no further business before the governing body, Councilman Mitchell made a motion to adjourn, which was seconded by Councilman McHale. The motion passed on a voice vote.

9:45pm

I hereby certify that this is a true copy of the minutes.



Yenlys Flores-Bolivard



RESOLUTION # 2023-68

DATE: 03-2-2023

COUNCIL	YES	NO	ABSENT	ABSTAIN	MOTION	SECOND
C. Carpenter			✓			
J.E.Granquist	✓					✓
P. McHale	✓				✓	
J. Mitchell	✓					
M.E. Murphy	✓					
R. Robbins			✓			
Mayor C. Kelemen (Tie Vote Only)						

Matching grant award from the 2020 Funding Round of the Bergen County Open Space Recreation

ATTACHMENT C
GRANTEE AUTHORIZING RESOLUTION

BE IT RESOLVED, that the Mayor and Council of Borough of Bogota wish to enter into a Bergen County Trust Fund Project Contract ("Contract") with the County of Bergen for the purpose of using a \$ 462,843 matching grant award from the 2020 Funding Round of the Bergen County Open Space, Recreation, Floodplain Protection, Farmland & Historic Preservation Trust Fund ("Trust Fund") for the municipal park project entitled Olsen Park, located in West Main Street, on the tax maps of the Borough of Bogota;

BE IT FURTHER RESOLVED, that the Mayor and Council hereby authorize (NAMES(s) OF PERSON(s)) to be a signatory to the aforesaid Contract; and,

BE IT FURTHER RESOLVED, that the Mayor and Council hereby acknowledge that, in general, the use of this Trust Fund grant towards this approved park project must be completed by or about February 16, 2023; and,

BE IT FURTHER RESOLVED, that the Mayor and Council acknowledge that the grant will be disbursed to the municipality as a reimbursement upon submittal of certified Trust Fund payment and project completion documents and municipal vouchers, invoices, proofs of payment,



and other such documents as may be required by the County in accordance with the Trust Fund's requirements; and,

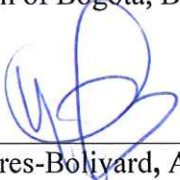
BE IT FURTHER RESOLVED, that the Mayor and Council acknowledge that the grant disbursement to the municipality will be equivalent to fifty (50) percent of the eligible construction costs incurred (not to exceed total grant award) applied towards only the approved park improvements identified in the aforesaid Contract in accordance with the Trust Fund's requirements. Professional Services Costs may be reimbursed from grant award's unexpended balance, should there be a balance.

This resolution was adopted by the Mayor and Council of
at a meeting on (DATE). 3/2/23

BY:

ATTEST:

I, Yenlys Flores-Bolivar, Municipal Clerk of the Borough of Bogota, Bergen County, New Jersey, do hereby certify that the foregoing is a correct and true copy of a resolution adopted by the Borough of Bogota, Bergen County in the New Jersey.


Yenlys Flores-Bolivar, Acting Municipal Clerk

**RESOLUTION # 2023-69****DATE: 03-2-2023**

COUNCIL	YES	NO	ABSENT	ABSTAIN	MOTION	SECOND
C. Carpenter			✓			
J.E.Granquist	✓					✓
P. McHale	✓				✓	
J. Mitchell	✓					
M.E. Murphy	✓					
R. Robbins			✓			
Mayor C. Kelemen (Tie Vote Only)						

Matching grant award from the 2021 Funding Round of the Bergen County Open Space

ATTACHMENT C

GRANTEE AUTHORIZING RESOLUTION

BE IT RESOLVED, that the Mayor and Council of Borough of Bogota.
wish to enter into a Bergen County Trust Fund Project Contract ("Contract") with the County of Bergen for the purpose of using a \$ 53,399 matching grant award from the 2021 Funding Round of the Bergen County Open Space, Recreation, Floodplain Protection, Farmland & Historic Preservation Trust Fund ("Trust Fund") for the municipal park project entitled Fireman's Park, located in 246 River Road, on the tax maps of the Borough of Bogota;

BE IT FURTHER RESOLVED, that the Mayor and Council hereby authorize (NAMES(s) OF PERSON(s)) to be a signatory to the aforesaid Contract; and,

BE IT FURTHER RESOLVED, that the Mayor and Council hereby acknowledge that, in general, the use of this Trust Fund grant towards this approved park project must be completed by or about December 15, 2023; and,

BE IT FURTHER RESOLVED, that the Mayor and Council acknowledge that the grant will be disbursed to the municipality as a reimbursement upon submittal of certified Trust Fund payment and project completion documents and municipal vouchers, invoices, proofs of payment,



and other such documents as may be required by the County in accordance with the Trust Fund's requirements; and,

BE IT FURTHER RESOLVED, that the Mayor and Council acknowledge that the grant disbursement to the municipality will be equivalent to fifty (50) percent of the eligible construction costs incurred (not to exceed total grant award) applied towards only the approved park improvements identified in the aforesaid Contract in accordance with the Trust Fund's requirements. Professional Services Costs may be reimbursed from grant award's unexpended balance, should there be a balance.

This resolution was adopted by the Mayor and Council of
at a meeting on (DATE) 3/2/23

BY:

ATTEST:

I, Yenlys Flores-Bolivar, Municipal Clerk of the Borough of Bogota, Bergen County, New Jersey, do hereby certify that the foregoing is a correct and true copy of a resolution adopted by the Borough of Bogota, Bergen County in the New Jersey.


Yenlys Flores-Bolivar, Acting Municipal Clerk

**RESOLUTION # 2023-70****DATE: 03-2-2023**

COUNCIL	YES	NO	ABSENT	ABSTAIN	MOTION	SECOND
C. Carpenter			✓			
J.E.Granquist	✓					✓
P. McHale	✓				✓	
J. Mitchell	✓					
M.E. Murphy	✓					
R. Robbins			✓			
Mayor C. Kelemen (Tie Vote Only)						

#3 & Final - Pine Street Section 2 and Larch Avenue (NJDOT Funded) Project - 2.24.23

COUNTY OF BERGEN

2023 – (R) – 2023-70

Introduced by Councilperson:

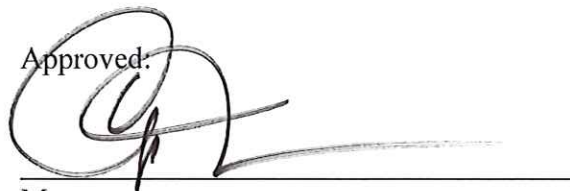
Seconded by:

Be it resolved by the Mayor and Council of the Borough of Bogota, Bergen County, New Jersey that the contract for the Pine Street Section 2 and Larch Avenue (NJDOT Funded) has been completed by 4-Cleanup Inc. P.O. Box 5098 North Bergen, NJ 07047 in accordance with the Plans and Specifications and any approved change orders, as directed by the Project Engineer. The above referenced construction is hereby accepted and final payment of retainage in the amount of \$5,324.89 is hereby approved.

This Resolution to take effect immediately.

Dated: 3-2-2023

Approved:



Mayor

CERTIFICATION



I, Yenlys Flores-Bolivard, Municipal Clerk of the Borough of Bogota, Bergen County, New Jersey, do hereby certify that the foregoing is a correct and true copy of a resolution adopted by the Borough of Bogota, Bergen County in the New Jersey.


Yenlys Flores-Bolivard, Acting Municipal Clerk

Via E-mail & Hand Delivery

February 24, 2023

Ms. Yenlys Flores-Bolivar
Borough Clerk
Borough of Bogota
375 Larch Avenue
Bogota, New Jersey 07603

Re: Payment Package No. 3 & Final
Pine Street Section 2 and Larch Avenue (NJDOT Funded)
Borough of Bogota, Bergen County, New Jersey
Neglia Project #: BOGOMUN21.011

Dear Ms. Flores-Bolivar:

Enclosed please find the following documents with regard to the above referenced project, which reflects the work performed in the Borough of Bogota.

- Borough of Bogota Voucher No. 3 & Final in the amount of Five Thousand Three Hundred Twenty-Four Dollars and Eighty-Nine Cents (\$5,324.89) (for release of retainage);
- Maintenance Bond
- Closeout Resolution (Word Document provided)

Please review these documents and process for payment at the next Mayor and Council meeting.

We trust you will find the above in order. Should you have any questions or require additional information, please do not hesitate to contact the undersigned.

Very truly yours,
The Neglia Group



Anthony Kurus, P.E. P.P.
For the Borough Engineer
Borough of Bogota

cc: Edward H. Hynes, Borough Administrator (via E-mail)
Greg Bock, Chief Financial Officer (via E-mail)
4 Clean Up (via E-mail)

BOROUGH OF BOGOTA2023-70

375 LARCH AVENUE
BOGOTA, NJ 07603
TEL 201-342-1736
EMAIL clerk@bogotaonline.org

VOUCHER No.

MUN21.011-3 & Final

PURCHASE ORDER NO.**VENDOR CODE****FUND CODE**

TO: 4 Clean-Up
P.O. Box 5098
North Bergen, NJ 07047

ISSUING DEPT.

Engineering

DATE

February 14, 2023

N.J. SALES TAX EXEMPTION**NEA JOB #: BOGOMUN21.011**

QUANTITY	DESCRIPTION	UNIT PRICE	AMOUNT
1	Payment of retainage for labor, material and equipment in accordance with the project entitled, "Pine Street Section 2 & Larch Avenue (NJDOT Funded)".		\$5,324.89
TOTAL			\$5,324.89

PURCHASING AGENT

DATE

DEPARTMENTAL CERTIFICATION

I, having knowledge of the facts; certify that the materials and supplies have been received or the services rendered; said certification being based on signed delivery slips or other reasonable procedures.

SIGNATURE

DATE

EXAMINED AND APPROVED FOR PAYMENT

TOWN ADMINISTRATOR

DATE

FUNDS AVAILABLE TREASURER

DATE

CLAIMANT'S CERTIFICATION AND DECLARATION

I DO SOLEMNLY DECLARE AND CERTIFY UNDER THE PENALTIES OF THE LAW THAT THE WITHIN BILL IS CORRECT IN ALL ITS PARTICULARS; THAT THE ARTICLES HAVE BEEN FURNISHED OR SERVICES RENDERED AS STATED THEREIN; THAT NO BONUS HAS BEEN GIVEN OR RECEIVED BY ANY PERSON OR PERSONS WITHIN THE KNOWLEDGE OF THIS CLAIMANT IN CONNECTION WITH THE ABOVE CLAIM; THAT THE AMOUNT THEREIN STATED IS JUSTLY DONE AND OWING; AND THAT THE AMOUNT CHARGED IS A REASONABLE ONE.

X

SIGNATURE

OFFICIAL POSITION

DATE

VOUCHER COPY - SIGN AT X AND RETURN FOR PAYMENT



FIRST INDEMNITY OF AMERICA INSURANCE COMPANY

2740 Rt. 10 West, Suite 205
Morris Plains, New Jersey 07950
PH: (973)402-1200
FAX: (973)402-0770

MAINTENANCE BOND NO. CT026192M

The undersigned declare that we, 4 CLEAN-UP, INC.
as Principal, and First Indemnity of America Insurance Company, as Surety, are held and
firmly bound unto BOROUGH OF BOGOTA, as Owner,
in the sum of THIRTY NINE THOUSAND NINE HUNDRED THIRTY SIX AND 65/100
Dollars (\$39,936.65) to be paid to the said Obligee only, to which payment well and
truly to be made, we bind ourselves, our heirs, executors, administrators and successors.

The condition of this obligation is such that, Whereas, the Principal did on the 1st day
of October, 2021 enter into a Contract with the Owner for the construction of
Pine Street Section 2 & Larch Avenue (NJDOT Funded)
which said contract, is made a part of the bond as though set forth herein; and the same
contract was completed and accepted on 10/01/2022.

Now, if the said Principal shall remedy without cost to the Owner any defects which may
develop during a period of two (0) year(s) from the date of completion and
acceptance of the work performed under the contract, provided such defects, according to
reasonable construction and engineering standards, are the result of defective or inferior
materials or workmanship, then this obligation shall be void, otherwise, it shall be and
remain in full force and effect. The Surety hereby stipulates and agrees that no
modifications, deletions or additions in or to the terms of said contract, drawings or
specifications therefore shall in no way affect its obligation on this bond.

IN WITNESS WHEREOF, the Principal and Surety have duly executed this bond under
seal this 22nd day of February, 2023.

ATTEST:

Principal 4 CLEAN-UP, INC.

By:

Principal 4 CLEAN-UP, INC.

Address: 4501 DELL AVE.

North Bergen, NJ 07047

First Indemnity of America Insurance Company

Surety

ATTEST:

Cristina Carpenter

Attorney-in-Fact Gina Ring

2023-70
**FIRST INDEMNITY OF AMERICA
INSURANCE COMPANY**
2740 Rt. 10 West, Suite 205 Morris Plains, New Jersey 07950
Telephone: (973) 402-1200

POWER OF ATTORNEY FOR BONDS AND UNDERTAKINGS

Know All Men By These Presents: That First Indemnity of America Insurance Company, a Corporation of the State of New Jersey does hereby appoint: Gina Ring, its true and lawful Attorneys-in-Fact; to make, execute, sign, acknowledge, affix the Company Seal to, deliver any and all surety bonds, undertakings, recognizances, and other contracts of indemnity and writings obligatory in the nature of a bond, for and on behalf of said Company and as an act and deed of said Company.

IN WITNESS WHEREOF, First Indemnity of America Insurance Company of the State of New Jersey has executed these presents this 25th day of November, 2019.



Patrick J. Lynch

Patrick J. Lynch, President

STATE OF NEW JERSEY)
COUNTY OF MORRIS) ss:

On this 25th day of November, 2019, before me came the above named officer of First Indemnity of America Insurance Company of New Jersey, to me personally known to be the individual and officer described herein, and acknowledge that he executed the foregoing instrument and affixed the seal of said corporation thereto by authority of this office.



CERTIFICATE

Excerpts of Resolutions (Article V, Paragraph 5, of the By-Laws of said Company) adopted by the Board of Directors of the First Indemnity of America Insurance Company of the State of New Jersey, November 25, 2019.

RESOLVED, on November 25, 2019, that the President, or any one of the Vice Presidents specially authorized to do so by the Board of Directors, or by the Executive Committee, shall have power to appoint Attorneys-in-Fact as the business of the company may require, or to authorize any person or persons to execute on behalf of the Company any bonds, undertakings, recognizances, stipulations, policies, contracts, agreements, deeds, and release and assignment of judgments, decrees, mortgages and instruments in the nature of mortgages, and also all other instruments and documents which the business of the Company may require and to affix the Seal of the Company thereto.

FURTHER RESOLVED, that the signatures and attestations of such officers and the seal of the Company may be affixed to any such Power of Attorney or to any certificate relating to the Power of Attorney by facsimile and any such Power of Attorney or certificate bearing such facsimile signatures or facsimile seal shall be valid and binding upon the Company with respect to any bond, undertaking, recognizances or other contract of indemnity of writing obligatory in the nature thereof.

I, Jane E. Lynch, Secretary of First Indemnity of America Insurance Company of New Jersey, do hereby certify that the foregoing excerpts of the Resolution adopted by the Board of Directors of the Corporation and the Powers of Attorney issued pursuant thereto, are true and correct and that both the Resolution and the Powers of Attorney are in full force and effect.

IN WITNESS WHEREOF, I have herewith set my hand and affixed the seal of said Corporation this 22nd day of February, 2023.



Jane E. Lynch
Jane E. Lynch, Secretary

FIRST INDEMNITY OF AMERICA INSURANCE COMPANY
 2740 Route 10 West, Suite 205, Morris Plains, N.J. 07950
STATEMENT OF FINANCIAL CONDITION AS OF DECEMBER 31, 2021

Assets:

Bonds	\$ 7,087,025
Preferred & Common Stocks	5,476,740
Mortgage Loans	104,166
Real Estate	1,441,248
Cash and Short Term Investments	5,500,024
Investment Income Due and Accrued	92,340
Premiums in the Course of Collection (under 90 days)	368,738
Reinsurance Recoverable on Loss and LAE Payments	22,693
Deferred Tax Asset	469,034
Other Assets	89,639

Total Admitted Assets \$ 20,651,647

Liabilities and Surplus:

Reserve for Loss and Loss Adjustment Expenses	6,060,993
Other Expenses	475,249
Taxes Licenses and Fees	(3,676)
Federal Income Tax Payable	-
Unearned Premium	1,655,374
Amounts Withheld or Retained for Others	1,642,004
Ceded Reinsurance Balances Payable	129,012
Security Deposits	21,664

Total Liabilities 9,980,620

Capital & Surplus:

Common Stock, Paid Up	2,500,000
Paid in and Contributed Surplus	1,480,945
Unassigned Surplus	6,690,082

Surplus as Regards to Policyholders 10,671,027

Total Liabilities and Surplus \$ 20,651,647

I, Glenn A. Runne, Chief Financial Officer of First Indemnity of America Insurance Company, do hereby certify that the foregoing statement is a correct exhibit of the assets and surplus of the said company, on the 31st day of December, 2021, according to the best information, knowledge, and belief.

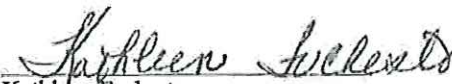

 Glenn A. Runne
 Chief Financial Officer

State of New Jersey)

County of Morris) SS:

Subscribed and sworn to, before me, a Notary Public of the State of New Jersey in the Township of Morris Plains, this 31st day of December, 2021.




 Kathleen Fochesto
 My Commission Expires March 16, 2025

BOROUGH OF BOGOTA

COUNTY OF BERGEN

2023 - (R) - 2023-70

Introduced by Councilperson:

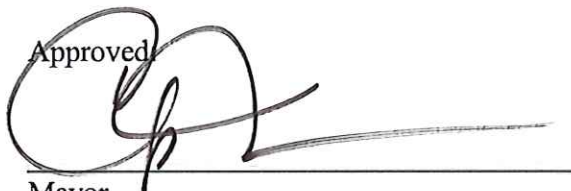
Seconded by:

Be it resolved by the Mayor and Council of the Borough of Bogota, Bergen County, New Jersey that the contract for the Pine Street Section 2 and Larch Avenue (NJDOT Funded) has been completed by 4-Cleanup Inc. P.O. Box 5098 North Bergen, NJ 07047 in accordance with the Plans and Specifications and any approved change orders, as directed by the Project Engineer. The above referenced construction is hereby accepted and final payment of retainage in the amount of \$5,324.89 is hereby approved.

This Resolution to take effect immediately.

Dated: 3-2-2023

Approved

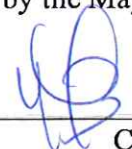


Mayor

CERTIFICATION

I, Yenlys Flores-Bolivar,, RMC, Clerk of the Borough of Bogota, Bergen County, New Jersey do hereby certify that the foregoing Resolution was adopted by the Mayor and Council at a regular meeting held 3/2/2023.

Dated:

3/2/2023

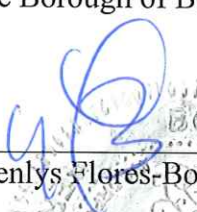
Clerk

**RESOLUTION # 2023-71****DATE: 03-2-2023**

COUNCIL	YES	NO	ABSENT	ABSTAIN	MOTION	SECOND
C. Carpenter			✓			
J.E.Granquist	✓					✓
P. McHale	✓				✓	
J. Mitchell	✓					
M.E. Murphy	✓					
R. Robbins			✓			
Mayor C. Kelemen (Tie Vote Only)						

Shared Services Agreement for The Provision of Employee Assistance Program (EAP)

I, Yenlys Flores-Bolivard, Municipal Clerk of the Borough of Bogota, Bergen County, New Jersey, do hereby certify that the foregoing is a correct and true copy of a resolution adopted by the Borough of Bogota, Bergen County in the New Jersey.


Yenlys Flores-Bolivard, Acting Municipal Clerk



SHARED SERVICES AGREEMENT

BETWEEN

COUNTY OF BERGEN

AND

Borough of Bogota

FOR:

**THE PROVISION OF EMPLOYEE ASSISTANCE
PROGRAM (EAP) SERVICES THROUGH
THE COUNTY OF BERGEN**

BERGEN COUNTY DEPARTMENT OF HEALTH SERVICES

Approved by Bergen County Resolution No. 1001-22

Approved by Mayor & Council Resolution No. 2023-71

SHARED SERVICE AGREEMENT
EMPLOYEE ASSISTANCE PROGRAM (EAP)

THIS AGREEMENT ("AGREEMENT") made and entered into this 1st day of January 2023 ("Effective Date"), is by and between:

THE COUNTY OF BERGEN, a body politic and corporate of the State of New Jersey, with administrative offices located at One Bergen County Plaza, City of Hackensack, County Bergen, State of New Jersey, 07601 (hereinafter referred to as "COUNTY"); and

THE Borough of Bogota a body politic and corporate of the State of New Jersey, with administrative offices located at 375 Larch Ave, Bogota, County of Bergen, State of New Jersey (hereinafter referred to as the "MUNICIPALITY").

WITNESSETH:

WHEREAS, the MUNICIPALITY has a need for Employee Assistance Program (EAP) Services for its municipal workforce; and

WHEREAS, the COUNTY has entered into a contract with an accredited third party vendor, ("Contractor") to provide EAP Services to COUNTY employees as well as municipal employees within its borders; and

WHEREAS, the MUNICIPALITY wishes to enter into this Shared Services Agreement with the COUNTY for Contractor to provide EAP Services for its municipal workforce; and

WHEREAS, this Agreement is established in accordance with the Uniform Shared Services and Consolidation Act, P.L.2007, c.63 (N.J.S.A. 40A:65-1, et seq.); and

WHEREAS, pursuant to N.J.S.A. 40A:65-5, the COUNTY and the MUNICIPALITY have each adopted resolutions authorizing entry into this Agreement, copies of which are annexed hereto as exhibits.

NOW, THEREFORE, IT IS AGREED by and between the MUNICIPALITY and the COUNTY as follows:

- I. APPOINTMENT.** The COUNTY is hereby appointed and retained to provide EAP Services through its Contractor.
- II. TERM.** The term of this Agreement shall commence on 01/01/23 and shall continue in accordance with the terms and conditions of this Agreement, terminating on 12/31/23.
- III. TERMINATION OF AGREEMENT.** The COUNTY may terminate this Agreement, at any time during the term thereof, by giving of thirty (30) days written notice, to the MUNICIPALITY.

The MUNICIPALITY may terminate this Agreement, at any time during the term thereof, by the giving of thirty (30) days written notice, to the COUNTY.

IV. SCOPE OF EMPLOYEE ASSISTANCE PROGRAM SERVICES

- a. Contractor will provide immediate access, 24 hours a day, 365 days a year, to an MD, PhD, RN, or another licensed mental health professional for the provision of Emergency Consultation; Referral, Conflict Resolution; Support Services; Problem Solving; Professional Coaching; and Critical Incident Intervention
- b. Intervention Strategies will provide 24-hour specialized consultation for employees, family members, and significant others needing information and referral services in the following areas:
 - Information regarding hospitals, health centers, nursing care, senior citizen centers, and drug/alcohol rehab facilities, elder care, and day care
 - Alcohol and drug problems
 - Personal and family wellness counseling
 - Anger management
 - Depression and suicidal ideation
 - Employee conflicts
 - Concern for fellow employees, employment issues, loss of job/outplacement, and relocation counseling for employees
 - Addictive behaviors, compulsive shopping, and gambling
 - Hospice care/coping with the terminally ill, loss of a loved one

- Critical incidents
 - Prevention and intervention of workplace violence
 - Emergency services to employee and/or family members who are overseas
 - Day-to-day challenges
- c. Contractor will provide 24-hour consultation for managers, supervisors, and/or leaders who may need help from a qualified professional in the following areas:
- Interpersonal employee conflicts, concerns about employees
 - Absenteeism, performance and productivity problems
 - Health issues, work stress-related issues
 - Interdepartmental issues
 - Assistance with critical incidents, i.e. death of employee, employee conflicts, etc.

V. COMPENSATION

- a. The MUNICIPALITY shall pay Twenty-two dollars and twenty-five cents (\$22.25) per each employee of the MUNICIPALITY, per year, for the above Employee Assistance Program Services. The COUNTY will provide the MUNICIPALITY with invoices for payments on an annual basis, with MUNICIPALITY required to provide two payments; the first payment no later than May 15th and the second no later than November 30th of each year.

Furthermore, this payment schedule is subject to any rules and regulations promulgated by the New Jersey Department of Insurance and Department of Community Affairs.

VI. DISPUTE RESOLUTION

- a. Mandatory Mediation. In the event of a dispute, whether technical or otherwise, the objecting Party must request Non-Binding Mediation and the non-objection party must participate in the mediation. The costs of the mediator shall be borne equally by the parties.
- b. Procedure. The Mediator shall be a retired Judge of the Superior Court of New Jersey or other professional mutually acceptable to the Parties and who has no current or ongoing relationship to either Party. The Mediator shall have full discretion as to the conduct of the mediation. Each party shall participate in the Mediator's program to resolve the dispute until and unless the Parties reach agreement with respect to the disputed matter or one party determines in its sole discretion that its interests are not being served by the mediation.

- c. Non-Binding Effect. Mediation is intended to assist the Parties in resolving disputes over the correct interpretation of this Agreement. No Mediator shall be empowered to render a binding decision.
- d. Judicial Proceedings. Upon the conclusion of Mediation, either party may commence legal proceedings in the appropriate division of the Superior Court of New Jersey venued in Bergen County.
- e. Temporary Injunctive Relief. Notwithstanding the foregoing, nothing herein shall prevent a party from seeking temporary injunctive relief to prevent irreparable harm in the appropriate division of the Superior Court of New Jersey venued in Bergen County.
- f. Payment Pending Dispute. In the event of any dispute as to the amount to be paid, the full amount shall be paid; but if through subsequent negotiation, arbitration or litigation the amount due shall be determined, agreed or adjudicated to be less than was actually so paid, then the COUNTY shall forthwith repay the excess.

VII. COUNTY REPRESENTATIVE. COUNTY representative will be Dina Mayasari. The COUNTY shall not permanently change its designated representative without written notification to the MUNICIPALITY.

VIII. GOVERNING LAW/VENUE/CONSTRUCTION. This Agreement and all amendments hereof shall be governed by and construed in accordance with the laws of the State of New Jersey applicable to contracts made and to be performed therein. The venue shall be the County of Bergen. The Parties acknowledge that they have been represented by counsel with respect to the negotiation and preparation of this Agreement and that, accordingly, this Agreement shall be construed in accordance with its terms and without regard to or aid of cannons requiring construction against the drafting party.

IX. MODIFICATION. No modification of this Agreement shall be valid or binding unless the modification shall be in writing and executed by both the MUNICIPALITY and the COUNTY.

X. ENTIRE AGREEMENT. This Agreement sets forth the entire understanding of the Parties, which supersedes and merges all prior proposals, understandings and all other agreements, oral and written, between the Parties relating to the subject matter hereof. The Parties acknowledge and agree that they have not made any representations, including the execution and delivery hereof, except such representations as are specifically set forth herein.

XI. NO WAIVER. No waiver of any term, provision, or condition contained in this Agreement, nor any reach of any such term, provision, or condition shall constitute a waiver of any subsequent breach of any such term, provision, or condition by either

party, or justify or authorize the non-observance of any other occasion of the same or any other term, provision, or condition of this Agreement by either party.

XII. CAPTIONS. The captions and paragraph headings contained in this Agreement are solely for the purpose of convenience and shall not be deemed part of this Agreement for the purpose of construing the meaning thereof or for any other purpose.

XIII. NO ASSIGNMENT. This Agreement shall not be assigned by the COUNTY without the specific written consent of the MUNICIPALITY.

XIV. INDEMNIFICATION AND HOLD HARMLESS. The COUNTY shall indemnify and hold harmless the MUNICIPALITY from any and all claims, suits, demands, damages, charges, liabilities, losses, cost, and expenses arising out of the activities of the COUNTY, its employees and agents in connection with any activities undertaken by the COUNTY, pursuant to this Agreement. It is the intention of the parties that any claim for relief or any type being asserted against the MUNICIPALITY, based upon any act or omission of the COUNTY, its affiliates and successors, shall not be the responsibility of the MUNICIPALITY, and the COUNTY shall hold the MUNICIPALITY harmless from same;

The MUNICIPALITY shall indemnify and hold harmless the COUNTY from any and all claims, suits, damages, charges, liabilities, losses, costs, and expenses arising out of the activities of the MUNICIPALITY, its employees and agents, in connection with all activities undertaken by the MUNICIPALITY pursuant to this Agreement. It is the intention of the Parties that any claim for relief of any type being asserted against the COUNTY based upon any act or omission of the MUNICIPALITY, shall not be the responsibility of the COUNTY, and the MUNICIPALITY shall hold the COUNTY harmless from same;

XV. NOTICE. Notices required or permitted to be given under this Agreement shall be made to the Parties at the following addresses and shall be presumed to have been received by the other Party (i) three (3) days after mailing by the Party when notices are sent by First Class Mail, postage prepaid; (ii) on receipt (if sent via facsimile or electronic mail with a confirmed transmission report/delivery receipt); or (iii) upon receipt (if sent by hand delivery or courier service) as follows:

If to COUNTY:

Director/Health Officer

Bergen County Department of Health Services
One Bergen County Plaza, 4th Floor
Hackensack, New Jersey 07601

With a copy to:

Bergen County Counsel
County of Bergen
One Bergen County Plaza – Room 580
Hackensack, New Jersey 07601

If to the MUNICIPALITY:

CLERK, Borough of Bogota
375 Larch Ave
Bogota, NJ 07603-1067

XVI. AUTHORIZATION. All Parties hereto have the requisite power and authority to enter into this Agreement and it is the intention of the Parties to be bound by the terms hereof. The execution and delivery of this Agreement is valid and binding upon the Parties hereto and the genuineness of any and all resolutions executed may be assumed to be genuine by the Parties in receipt thereof.

XVII. COOPERATION OF THE PARTIES. In performing any services pursuant to this Agreement, the performing Parties will act in a reasonably prudent manner to accommodate the common goals of the Parties toward implementation and effectuation of the stated purposes of this Agreement. No Party hereto shall be liable for failure to advise another Party of any adverse impact from action taken hereunder, unless such failure to advise shall be the result of bad faith or willful concealment of an impact actually known to the Party taking the action or omitting to take such action to be substantially adverse to the other Parties. The fact that any act or omission should subsequently be determined to have an adverse impact shall not in itself be evidence of bad faith or willful concealment and the Party bringing an action shall be required to affirmatively establish, by independent sufficient evidence, that such Party acted in bad faith or willfully concealed an adverse impact of which it had actual knowledge.

XVIII. COUNTERPARTS AND ELECTRONIC DELIVERY AND SIGNATURES. This Agreement and any amendments or addenda hereto, or any other document necessary for the consummation of the transaction(s) contemplated, administered or controlled by this Agreement ("Agreement Documents"), may be executed and delivered in any number of counterparts, each of which so executed and delivered shall be deemed to be an original and all of which shall constitute one and the same instrument. Any Agreement Document, to the extent delivered by means of a facsimile machine, electronic mail, or other electronic means, shall be treated in all manner and respects

as an original agreement or instrument, and shall be considered to have the same binding legal effect as if it were the original signed version thereof delivered in person or via mail. The Parties agree that Agreement Documents may be accepted, executed, or agreed to through the use of an electronic signature in accordance with the Uniform Electronic Transaction Act, N.J.S.A. 12A12-1, *et seq.* and any associated regulations. Any Agreement Document accepted, executed or agreed to in conformity with such laws will be binding on all Parties the same as if it were physically executed, and all Parties hereby consent to the use of any third party electronic signature capture service providers as may be chosen by the COUNTY.

- XIX. RELATIONSHIP OF THE PARTIES.** Except as otherwise provided herein, nothing shall create any association, joint venture, partnership, or agency relationship of any kind between the parties. Neither party may create or assume any liability, obligation or expense on behalf of the other, to use the other's monetary credit in conducting any activities under this Agreement.
- XX. NON-DISCRIMINATION.** The Services provided by the COUNTY hereunder shall be in compliance with applicable laws prohibiting discrimination on any basis.
- XXI. SEVERABILITY.** In the event any provision of this Agreement shall be held invalid or unenforceable by any court of competent jurisdiction; such holding shall not invalidate or render unenforceable any other provision hereof.
- XXII. RECITALS.** The recitals set forth above are incorporated into the body of this Agreement as if set forth at length herein.

[Signature Page to Follow]

IN THE WITNESS WHEREOF, the Parties hereto have caused these presents to be signed and attested pursuant to duly adopted resolutions of their governing bodies, passed for that purpose.

Borough of Bogota

SIGNATURES BELOW:

103 total number of municipal employees x \$22.25 per employee = \$ 2,291.75

ATTESTING SIGNATURE:

By: [Signature]

Title: Clerk

Date: 3/2/2023

AUTHORIZED SIGNATURE:

By: Edmund H. Hyne

Title: Borough Administrator

Date: 3/2/2023

COUNTY OF BERGEN

SIGNATURES BELOW:

ATTESTING SIGNATURE:

By: [Signature]

Title: Executive Assistant

Date: 3/20/23

AUTHORIZED SIGNATURE:

By: _____

James J. Tedesco, III, County Executive

Or: [Signature]

Thomas J. Duch, Esq.

County Administrator/County Counsel

Date: 3/20/23



COUNTY OF BERGEN

ONE BERGEN COUNTY PLAZA
HACKENSACK, NJ 07601

Certified Copy

Resolution: 1001-22

Agenda: 11/2/2022

Health Services

Meeting Date: 11/2/2022

Purpose: 2023 Shared Service Agreements

Dollar Amount: REVENUE PRODUCING

Contract Basis: Not Applicable

Prepared By: JL

Sponsored by the Body as a Whole that this Resolution be passed. The motion passed by the following vote:

Yes: 6 - Chairwoman Silna Zur, Vice Chairman Sullivan, Chairwoman Pro Tempore Voss, County Commissioner Amoroso, County Commissioner Hache Sr., and County Commissioner Ortiz

Absent: 1 - County Commissioner Tanelli

I, Lara Rodriguez, Clerk, Board of County Commissioners, certify that this is a true copy of Resolution No. 1001-22, passed by the BOARD OF COUNTY COMMISSIONERS on 11/2/2022.

Attest:





COUNTY OF BERGEN

Certified Copy

Resolution: 1001-22

Agenda: 11/2/2022

ONE BERGEN COUNTY PLAZA
HACKENSACK, NJ 07601

**BERGEN COUNTY
BOARD OF COUNTY COMMISSIONERS
RESOLUTION**

WHEREAS, Boards of Health in various municipalities, pursuant to the Uniform Shared Services Act, N.J.S.A. 40A:65-1 et seq and N.J.S.A. 26:3A2-1 et seq., are desirous to enter into an Agreement for Public Health Services with the County of Bergen, Department of Health Services for public health activities for the period January 1, 2023 through December 31, 2024 for a consideration to be agreed upon between the County and the individual municipality in keeping with the County Executive's Shared Services initiative; and

WHEREAS, shared government services has proven to provide quality and improved services for the current mandated requirements while securing sustainable cost savings through economies of scale;

WHEREAS, utilizing shared government services enable staff time to be moved from commodity activities (office functions) to value added resident orientated activities and provides the ability to continually offer residents needed services;

THEREFORE, BE IT RESOLVED, that the County of Bergen enter into contracts with various municipalities' Boards of Health for the provision of Public Health Services pursuant to N.J.S.A. 40A:65-1 et seq. and N.J.S.A. 26:3A2-1 for consideration to be agreed upon between the County and the individual municipality, and;

BE IT RESOLVED, that said agreements shall run from January 1, 2023 through December 31, 2023 for Employee Assistance Program agreements, and from January 1, 2023 to December 31, 2024 or December 31, 2026 for 2- and 4-year health officer, animal control, and REHS contracts, for a consideration to be agreed upon between the County and the individual municipalities; and

BE IT FURTHER RESOLVED, that on behalf of the County of Bergen, the County Executive is hereby authorized to execute the above-referenced shared-service contracts, in a form approved by County Counsel, and;

BE IT FURTHER RESOLVED, that the County Executive is hereby authorized to execute the necessary title documents in a form to be approved by County Counsel.

COUNCIL	YES	NO	ABSENT	ABSTAIN	MOTION	SECOND
C. Carpenter			✓			
J.E.Granquist	✓					✓
P. McHale	✓				✓	
J. Mitchell	✓					
M.E. Murphy	✓					
R. Robbins			✓			
Mayor C. Kelemen (Tie Vote Only)						

**Resolution Supporting Green
Purchasing Program**

WHEREAS, a sustainable community seeks to optimize quality of life for its residents by ensuring that its environmental, economic and social objectives are balanced and mutually supportive; and

WHEREAS, the Borough of Bogota strives to save tax dollars, assure clean land, air and water, improve working and living environments as steps to building a sustainable community that will thrive well into the new century; and

WHEREAS, the Borough of Bogota, hereby acknowledges that by purchasing environmentally green products contributes to a balanced and environmentally sound community.

WHEREAS, as elected representatives of the Borough of Bogota, we have significant responsibility to adopt a green purchasing program in the Borough of Bogota;

NOW, THEREFORE, BE IT RESOLVED that the Mayor and Council of the Borough of Bogota supports the environmental benefits of adopting a green purchasing program and instructs the Borough Administrator to implement green purchasing program and instructions the Borough Administrator to implement green purchasing within the Borough of Bogota.

I, Yenlys Flores-Bolivard, Municipal Clerk of the Borough of Bogota, Bergen County, New Jersey, do hereby certify that the foregoing is a correct and true copy of a resolution adopted by the Borough of Bogota, Bergen County in the New Jersey.


 Yenlys Flores-Bolivard, Acting Municipal Clerk

ENVIRONMENTALLY PREFERABLE PURCHASING POLICY (GREEN PURCHASING POLICY)

1.0 ENVIRONMENTALLY PREFERABLE PURCHASING (GREEN PURCHASING POLICY)

1.1 STATEMENT OF THE POLICY

It is the policy & practice of the *(Insert Municipal Name)* to:

- Institute practices that reduce waste by increasing product efficiency and effectiveness, and
- Purchase products that minimize environmental impacts, toxics, pollution, and hazards to worker and community safety to the greatest extent practicable, and
- Purchase products that include recycled content, are durable and long-lasting, conserve energy and water, use agricultural fibers and residues, reduce greenhouse gas emissions, use unbleached or chlorine free manufacturing processes, are lead-free and mercury-free, and use wood from sustainably harvested forests (FSC) when & where possible.

1.2 PURPOSE & OBJECTIVES OF THE POLICY

The goal of this policy is to encourage and increase the use of environmentally preferable products and services in the *(Insert Municipal Name)*. By including environmental considerations in purchasing decisions, *(Insert Municipal Name)* can promote practices that improve public and worker health, conserve natural resources, and reward environmentally conscious manufacturers, while remaining fiscally responsible.

The policy objectives are to:

- Conserve natural resources,
- Minimize environmental impacts such as pollution and use of water and energy,
- Eliminate or reduce toxics that create hazards to workers and our community,
- Support strong recycling markets,
- Reduce materials that are routinely land filled or disposed of,
- Increase the use and availability of environmentally preferable products that protect the environment,
- Identify environmentally preferable products & associated distribution systems,
- Reward manufacturers & vendors with contracts that reduce environmental impacts in their production & distribution systems or services,
- Collect & maintain up-to-date information regarding manufacturers, vendors and other sources for locating/ordering environmentally preferable products,
- Create a model for successfully purchasing environmentally preferable products that encourages other purchasers in our community to adopt similar goals.

1.0 ENVIRONMENTALLY PREFERABLE PURCHASING (GREEN PURCHASING) (CONTINUED)

1.3 RESEARCH, EVALUATION & IMPLEMENTATION OF THE POLICY

The *(Insert Municipal Name)* Purchasing *(Insert Department, Division or Office)* and members of the Green Team, which shall be composed of representatives from various *(Insert Borough, City or Township)* departments/divisions, commissions/committees and volunteer organizations shall research, evaluate, and implement the environmental purchasing objectives. The Green Team Committee shall focus its research, evaluation and the implementation of the Green Policy in the following areas:

- Recycled Content Products (e.g. paper products, playground/recreation equipment, toner/printer cartridges, motor oils & lubricants, furniture, carpets & flooring materials, matting, plastic/composite lumber/building materials, trash bags, parking stops, ceiling tiles, etc...)
- Less Harmful & Non-toxic Materials & Processes (e.g. janitorial/cleaning products, pest management chemicals, phosphates, paint, solvents, fuels & lubricants, etc...)
- Energy & Water Efficient Products & Processes (e.g. solar applications, energy efficient lighting, energy star appliances, water saving devices, vehicles & motorized equipment, etc...)
- Natural Resource & Landscaping Management (e.g. integrated pest and vegetation management, drought tolerant/indigence plants & shrubs, recycled mulches & natural composts, etc...)
- Renewable Products (e.g. FSC certified forests products, renewable energy resources, etc...)
- Disposal & Pollution Reduction (e.g. integrated waste management, duplex copies, retread tires, reusable holiday trees, recycling programs for used ceiling tiles & flooring materials, etc...)
- Packaging (e.g. bulk packaging, reusable boxes, recycled packing materials, shipping pallets, etc...)
- Green Building Program (e.g. using recycled products in the construction and renovation, disposal of building materials in an environmentally sensitive manner, designing and renovating for energy and resource conservation)

The Committee is aware that the evaluation and implementation phases of the project will require changes in awareness, behaviors, practices and operating procedures. To the extent possible, it is the Committee's intention to have a participative process as it researches, evaluates and implements the policy recommendations. It is also the Committee's intention to meet annually after implementation to monitor and evaluate the *(Insert Municipal Name)* progress in this area.

1.4 SPECIFICATIONS

1.4.1 Source Reduction

- * To the extent practicable the *(Insert Municipal Name)* shall institute practices that reduce waste and result in the purchase of fewer products whenever practicable and cost-effective, but without reducing safety or overall workplace quality.

1.0 ENVIRONMENTALLY PREFERABLE PURCHASING (GREEN PURCHASING) (CONTINUED)

1.4 SPECIFICATIONS (CONTINUED)

1.4.1 Source Reduction (Continued)

- * To the extent practicable the *(Insert Municipal Name)* shall purchase remanufactured products such as toner/printer cartridges, retread tires, furniture, equipment and automotive parts whenever practicable, but without reducing safety, quality or effectiveness.
- * To the extent practicable the *(Insert Municipal Name)* shall require all equipment bought after the adoption of this policy to be compatible with source reduction goals as referred to in the policy, when & where practicable.
- * All buyers shall consider short-term and long-term costs in comparing product alternatives, when feasible. This includes the evaluation of the total costs expected during the lifetime of the product, including, but not limited to, acquisition, extended warranties, operation, supplies, maintenance, disposal costs and expected lifetime compared to other alternatives.
- * Products that are durable, long lasting, reusable or refillable shall be preferred whenever available & practicable.
- * To the extent practicable the *(Insert Municipal Name)* requests vendors to eliminate excess packaging or to utilize the minimum amount necessary for product protection, to the greatest extent practicable.
- * Packaging that is reusable, recyclable or compostable shall be preferred, when suitable uses and programs readily exist.
- * Vendors shall be encouraged to take back and reuse wooden pallets and other shipping and packaging materials when & where practicable.
- * Suppliers of electronic equipment, including but not limited to computers, monitors, printers, fax machines and photocopiers, shall be required to take back the equipment for reuse or environmentally safe recycling when the *(Insert Borough, City or Township)* discards or replaces such equipment, whenever & where practicable.
- * To the extent practicable the *(Insert Municipal Name)* shall consider provisions in contracts with suppliers of non-electronic equipment that require suppliers to take back equipment for reuse or environmentally safe recycling when the *(Insert Borough, City or Township)* discards or replaces such equipment, whenever practicable.
- * All documents shall be printed and photocopied on both sides (duplex) to reduce the use and purchase of photocopy paper, whenever & where practicable.

1.0 ENVIRONMENTALLY PREFERABLE PURCHASING (GREEN PURCHASING) (CONTINUED)

1.4 SPECIFICATIONS (CONTINUED)

1.4.2 Recycled Content Products

- * All products for which the United States Environmental Protection Agency (U.S. EPA) has established minimum recycled content standard guidelines in the Agency's Comprehensive Procurement Guidelines, such as those for printing paper, photocopy paper, janitorial paper products, construction, landscaping, parks and recreation, transportation, vehicles, miscellaneous and non-paper office products, shall contain the highest postconsumer content practicable to the application, but no less than the minimum recycled content standards established by the U.S. EPA Guidelines.
- * Photocopiers and printers purchased or leased by the *(Insert Borough, City or Township)* shall be compatible with the use of recycled content and remanufactured products.
- * To the extent practicable, the *(Insert Borough, City or Township)* shall purchase re-refined lubricating and industrial oil for use in its vehicles and other motorized equipment, as long as it is certified by the American Petroleum Institute (API) as appropriate for use in such equipment.
- * When specifying asphalt concrete, aggregate base or Portland Cement Concrete for road construction projects, the *(Insert Borough, City or Township)* shall utilize recycled, reusable or reground materials when & where practicable.
- * To the extent practicable the *(Insert Borough, City or Township)* shall specify and purchase recycled content transportation products, including signs, traffic cones, parking stops, delineators, channelizers and barricades, which shall contain the highest postconsumer content practicable, but no less than the minimum recycled content standards established by the U.S. EPA Comprehensive Procurement Guidelines.
- * All pre-printed recycled content papers intended for distribution that are purchased or produced shall contain a statement that the paper is recycled content of a minimum of thirty (30%) percent recycled postconsumer content. Whenever feasible, the statement should indicate the percentage of postconsumer recycled content that the paper contains.

1.4.3 Energy & Water Savings

- * Where applicable, energy-efficient equipment shall be purchased with the most up-to-date energy efficiency functions. This includes, but is not limited to, high efficiency space heating systems and high efficiency space cooling equipment.
- * When practicable, the *(Insert Borough, City or Township)* shall replace inefficient interior lighting with energy-efficient equipment and bulbs.

- * When practicable, the *(Insert Borough, City or Township)* shall replace inefficient exterior lighting, street lighting and traffic signal lights with energy-efficient equipment and bulbs. Exterior lighting shall be minimized when and where possible to avoid unnecessary lighting of architectural and landscape features while providing adequate illumination for safety and accessibility.

1.0 ENVIRONMENTALLY PREFERABLE PURCHASING (GREEN PURCHASING) (CONTINUED)

1.4 SPECIFICATIONS (CONTINUED)

1.4.3 Energy & Water Savings (Continued)

- * All products purchased by the *(Insert Borough, City or Township)* and for which the U.S. EPA Energy Star certification is available shall meet Energy Star certification, when practicable and available. When Energy Star labels are not available, *(Insert Borough, City or Township)* shall choose energy-efficient products that are in the upper 25% of energy efficiency as designated by the Federal Energy Management Program.
- * To the extent practicable the *(Insert Borough, City or Township)* shall purchase water-saving/conservation products. This includes, but is not limited to, high-performance fixtures such as toilets, low-flow faucets and aerators, and upgraded landscape irrigation systems.

1.4.5 Landscaping & Hardscaping

All landscape renovations, construction and maintenance performed by the *(Insert Borough, City or Township)*, including workers and contractors providing landscaping services for the *(Insert Borough, City or Township)*, shall employ sustainable landscape management techniques for design, construction and maintenance whenever & where possible, including, but not limited to, integrated pest management (IPM), grass recycling, drip irrigation, composting, and the procurement and use of mulch and compost that give preference to those products produced from regionally generated plant debris and/or food and sludge waste programs.

Plants should be selected to minimize waste by choosing species for purchase that are appropriate to the microclimate, species that can grow to their natural size in the space allotted to them, and perennials rather than annuals for color variations should be utilized. Native and drought-tolerant plants that require no or minimal watering once established are preferred over others when & where practicable.

Hardscapes and landscape structures constructed of recycled content materials are encouraged to be utilized. The *(Insert Borough, City or Township)* shall limit the amount of impervious surfaces in the landscape, when & where practicable. Permeable substitutes, such as permeable asphalt or pavers, are encouraged for walkways, patios and driveways.

1.0 ENVIRONMENTALLY PREFERABLE PURCHASING (GREEN PURCHASING) (CONTINUED)

1.4 SPECIFICATIONS (CONTINUED)

1.4.6 Toxics & Pollution

To the extent practicable, the *(Insert Borough, City or Township)* shall purchase, or require janitorial contractors to supply, industrial and institutional cleaning products that meet and/or exceed the Green Seal Certification Standards for environmental preferability and performance.

The use of chlorofluorocarbon, Halon & Freon containing refrigerants, solvents and other products shall be phased out and new purchases of heating/ventilating/air conditioning, refrigeration, insulation and fire suppression systems shall not contain them.

All surfactants & detergents shall be readily biodegradable and, where practicable, shall not contain phosphates.

When maintaining buildings and landscapes, *(Insert Borough, City or Township)* shall manage pest problems through prevention and physical, mechanical and biological controls. The *(Insert Borough, City or Township)* may either adopt and implement an organic pest management policy and practices or adopt and implement an Integrated Pest Management (IPM) policy and practices using the least toxic pest control method as a last resort.

When maintaining buildings, the *(Insert Borough, City or Township)* shall utilize products with the lowest amount of volatile organic compounds (VOCs), highest recycled content, and low or no formaldehyde or lead when practicable when purchasing materials such as paint, carpeting, flooring materials, adhesives, furniture, filing cabinetry, ceiling tiles, coving, moldings and casework.

To the extent practicable, the *(Insert Borough, City or Township)* shall reduce or eliminate its use of products that contribute to the formation of dioxins and furans. This includes, but is not limited to:

- Photocopier paper, paper products, and janitorial paper products that are unbleached or that are processed without chlorine or chlorine derivatives, whenever & where possible and that possess a minimum of thirty (30%) percent recycled postconsumer waste content.
- Prohibiting purchase of products that use halogens, polyvinyl chloride (PVC), lead, phthalates and asbestos such as, but not limited to, office binders, chair/floor mats, casework, moldings, furniture, carpeting, flooring materials, ceiling tiles and medical supplies whenever & where practicable.

1.0 ENVIRONMENTALLY PREFERABLE PURCHASING (GREEN PURCHASING) (CONTINUED)

1.4 SPECIFICATIONS (CONTINUED)

1.4.6 Toxics & Pollution (Continued)

To the extent practicable, the *(Insert Borough, City or Township)* shall purchase products and equipment with no lead or mercury whenever possible. For products that contain lead or mercury, *(Insert Borough, City or Township)* shall give preference to those products with lower quantities of these metals and to vendors with established lead and mercury recovery programs.

To the extent practicable, the *(Insert Borough, City or Township)* shall specify that desktop computers, notebooks and monitors purchased shall meet, at a minimum, all Electronic Product Environmental Assessment Tool (EPEAT) environmental criteria designated as "required" as contained in the IEEE 1680 Standard for the Environmental Assessment of Personal Computer Products, whenever practicable.

When replacing vehicles, the *(Insert Borough, City or Township)* shall consider less-polluting alternatives to diesel such as bio-based fuels, hybrids, electric batteries, and fuel cells, as may be available for the application.

1.4.7 Forest Conservation

To the extent practicable, the *(Insert Borough, City or Township)* encourages the purchase or use of previously utilized and/or salvaged wood and wood products whenever practicable & where available.

1.4.8 Bio-Based Products

Vehicle fuels made from non-wood, plant-based contents such as vegetable oils are encouraged whenever practicable and available.

Paper and construction products made from non-wood, plant-based contents such as agricultural crops and residues are encouraged whenever practicable.

Bio-based plastic products that are biodegradable and compostable, such as bags, film, food and beverage containers, and cutlery, are encouraged whenever practicable.

Compostable plastic products purchased shall meet American Society for Testing and Materials (ASTM) standards as found in ASTM D6400-04. Biodegradable plastics used as coatings on paper and other compostable substrates shall meet ASTM D6868-03 standards.

1.0 ENVIRONMENTALLY PREFERABLE PURCHASING (GREEN PURCHASING) (CONTINUED)

1.5 PRIORITIES

The health & safety of workers & citizens is of the utmost importance and takes precedence over all other policies and practices.

To the extent practicable, the *(Insert Borough, City or Township)* has made significant investments in developing a successful recycling system and recognizes that recycled content products are essential to the continuing viability of that recycling system and for the foundation of an environmentally sound production system. Therefore, to the greatest extent practicable, recycled content shall be included in products that also meet other specifications, such as chlorine free or bio-based.

Nothing contained in this policy shall be construed as requiring a department, purchaser or contractor to procure products that do not perform adequately for their intended use, exclude adequate competition, or are not available at a reasonable price in a reasonable period of time.

Nothing contained in this policy shall be construed as requiring the *(Insert Borough, City or Township)*, department, purchaser or contractor to take any action that conflicts with local, state or federal requirements.

1.6 IMPLEMENTATION OF THE POLICY

The Business Administrator, Purchasing Manager/Agent, Director of Finance, Director of Public Works and other responsible directors/managers shall implement this policy in coordination with other appropriate *(Insert Borough, City or Township)* personnel.

As applicable, successful bidders shall certify in writing that the environmental attributes claimed in competitive bids are accurate. In compliance with New Jersey State Law, vendors shall be required to specify the minimum or actual percentage of recovered and postconsumer material in their products, even when such percentages are zero.

Upon request, buyers making the selection from competitive bids shall be able to provide justification for product choices that do not meet the environmentally preferable purchasing criteria in this policy.

Vendors, contractors and grantees shall be encouraged to comply with applicable sections of this policy for products and services provided to the *(Insert Borough, City or Township)*, where practicable.

1.7 PROGRAM EVALUATION

The Business Administrator, Purchasing Manager/Agent, Director of Finance, the "Green Team" Committee and other positions responsible for implementing this policy, shall periodically meet and evaluate the success of this policy's implementation.

1.0 ENVIRONMENTALLY PREFERABLE PURCHASING (GREEN PURCHASING) (CONTINUED)

1.8 DEFINITIONS

"American Society for Testing & Materials" means ASTM International, an open forum for the development of high quality, market relevant international standards use around the globe.

"Bio-Based Products" means commercial or industrial products (other than food or feed) that utilize agricultural crops or residues but does not include products made from forestry materials.

"Biodegradable Plastic" means the degradation of the plastic must occur as a result of the action of naturally occurring microorganisms.

"Biodegradable Products Institute" (BPI) is a multi-stakeholder association of key individuals and groups from government, industry and academia, which promotes the use, and recycling of biodegradable polymeric materials (via composting). BPI does not create standards but certifies products that demonstrate they meet the requirements in ASTM D6400 or D6868, based on testing in an approved laboratory.

"Buyer" means anyone authorized to purchase or contract for purchases on behalf of the (*Insert Borough, City or Township*) or its subdivisions.

"The Carpet & Rug Institute" (CR1) is the national trade association representing the carpet and rug industry. CR1 has developed and administered the "Green Label" indoor air quality testing and labeling program for carpet, adhesives, cushion materials and vacuum cleaners.

"Chlorine Free" means products processed without chlorine or chlorine derivatives.

"Compostable Plastic" means plastic that is biodegradable during composting to yield carbon dioxide, water and inorganic compounds and biomass, at a rate consistent with other known compostable materials and leaves no visually distinguishable or toxic residues.

"Contractor" means any person, group of persons, business, consultant, designing architect, association, partnership, corporation, supplier, vendor or other entity that has a contract with the (*Insert Borough, City or Township*) or serves in a subcontracting capacity with the (*Insert Borough, City or Township*) or with an entity having a contract with (*Insert Borough, City or Township*) for the provision of any goods or services.

"Degradable Plastic" means plastic that undergoes significant changes in its chemical structure under specific environmental conditions.

"Dioxins & Furans" are a group of chemical compounds that are classified as persistent, bioaccumulative, and toxic by the U.S. Environmental Protection Agency (EPA).

"Energy Star" means the U.S. EPA's energy efficiency product labeling program.

"Energy Efficient Product" means a product that is in the upper twenty-five (25%) percent

of energy efficiency for all similar products, or that is at least ten (10%) percent more efficient than the minimum level that meets Federal standards and guidelines.

“Electronic Product Environmental Assessment Tool” (EPEAT) is a procurement tool to help institutional purchasers in the public and private sectors evaluate, compare and select desktop computers, notebooks and monitors based on their environmental attributes.

1.0 ENVIRONMENTALLY PREFERABLE PURCHASING (GREEN PURCHASING) (CONTINUED)

1.8 DEFINITIONS (CONTINUED)

"Federal Energy Management Program" is a program of the Department of Energy that issues a series of *Product Energy Efficiency Recommendations* that identify recommended efficiency levels for energy-using products.

"Forest Stewardship Council" (FSC) is a global organization that certifies responsible, on-the-ground forest management according to rigorous standards developed by a broad variety of stakeholder groups.

"Green Building Practices" means a whole-systems approach to the design, construction, and operation of buildings and structures that helps mitigate the environmental, economic, and social impacts of construction, demolition, and renovation. Green Building Practices such as those described in the LEED IM Rating System, recognize the relationship between natural and built environments and seeks to minimize the use of energy, water, and other natural resources and provide a healthy productive environment.

"Green Seal" is an independent, non-profit environmental labeling organization. Green Seal standards for products and services meet the U.S. EPA's criteria for third-party certifiers. The Green Seal is a registered certification mark that may appear only on certified products.

"Integrated Pest Management (IPM)" is an ecosystem-based strategy that focuses on long-term prevention of pests or their damage through a combination of techniques such as biological control, habitat manipulation, modification of cultural practices, and use of resistant varieties. Pesticides are used only after monitoring indicates they are needed according to established guidelines, and treatments are made with the goal of removing only the target organism. Pest control materials are selected and applied in a manner that minimizes risks to human health, beneficial and non-target organisms, and the environment.

"Organic Pest Management" prohibits the use and application of toxic chemical pesticides and strives to prevent pest problems through the application of natural, organic horticultural and maintenance practices. All pest control products shall be in keeping with, but not limited to, those products on the approved list of New Jersey Certified Organic Foods (NJOF).

"Postconsumer Material" means a finished material which would normally be disposed of as a solid waste, having reached its intended end-use and completed its life cycle as a consumer item, and does not include manufacturing or converting wastes.

"Practical" & "Practicable" mean whenever possible and compatible with local, state and federal law, without reducing safety, quality, or effectiveness and where the product or service is available at a reasonable cost in a reasonable period of time.

1.0 ENVIRONMENTALLY PREFERABLE PURCHASING (GREEN PURCHASING) (CONTINUED)

1.8 DEFINITIONS (CONTINUED)

"Preconsumer Material" means material or by-products generated after manufacture of a product is completed but before the product reaches the end-use consumer. Preconsumer material does not include mill and manufacturing trim, scrap or broke which is generated at a manufacturing site and commonly reused on-site in the same or another manufacturing process.

"Recovered Material" means fragments of products or finished products of a manufacturing process, which has converted a resource into a commodity of real economic value, and includes pre-consumer and postconsumer material but does not include excess resources of the manufacturing process.

"Recycled Content" means the percentage of recovered material, including pre-consumer and postconsumer materials, in a product.

"Recycled Content Standard" means the minimum level of recovered material and/or postconsumer material necessary for products to qualify as "recycled products."

"Recycled Product" means a product that meets *(Insert Borough's, City's or Township's)* recycled content policy objectives for postconsumer and recovered material.

"Remanufactured Product" means any product diverted from the supply of discarded materials by refurbishing and marketing said product without substantial change to its original form.

"Reused Product" means any product designed to be used many times for the same or other purposes without additional processing except for specific requirements such as cleaning, painting or minor repairs.



"Source Reduction" refers to products that result in a net reduction in the generation of waste compared to their previous or alternate version and includes durable, reusable and remanufactured products; products with no, or reduced, toxic constituents; and products marketed with no, or reduced packaging.

"U.S. EPA Guidelines" means the Comprehensive Procurement Guidelines established by the U.S. Environmental Protection Agency for federal agency purchases as of May 2002 and any subsequent versions adopted.

"Water-Saving Products" are those that are in the upper twenty-five (25%) percent of water conservation for all similar products, or at least ten (10%) percent more water-conserving than the minimum level that meets the Federal standards.

(Revised 3/7/11)

I, Yenlys Flores-Bolivar, Municipal Clerk of the Borough of Bogota, Bergen County, New Jersey, do hereby certify that the foregoing is a correct and true copy of a resolution adopted by the Borough of Bogota, Bergen County in the New Jersey.

Yenlys Flores-Bolivar, Acting Municipal Clerk

**RESOLUTION # 2023-73****DATE: 3-2-2023**

COUNCIL	YES	NO	ABSENT	ABSTAIN	MOTION	SECOND
C. Carpenter			✓			
J.E. Granquist	✓					✓
P. McHale	✓				✓	
J. Mitchell	✓					
M.E. Murphy	✓					
R. Robbins			✓			
Mayor C. Kelemen (Tie Vote Only)						

Hire one SLEO 3 for one of the Bogota Schools – Fidel Valdes

WHEREAS, the New Jersey Legislature had adopted N.J.S. A. 40A:14-146.10-11 which allows for the appointment of Class Three special law Enforcement Officers (hereinafter "SLEO IIIs") who are authorized to provide security at public schools both when school is in session and when the schools are occupied by students or their teachers, and

WHEREAS, the Borough of Bogota and the Bogota Board of Education executed an inter-local Service Agreement to hire four SLEO IIIs, in conjunction with the Bogota Police Department, for the four public schools in Bogota as per Resolution **2023-73**; and

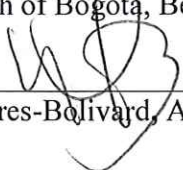
WHEREAS, the SLEOIII position was advertised resulting in interviews conducted by Police Chief Maye, Police Captain Pitski, and School Superintendent Kennedy; and

WHEREAS, Police Chief Maye presented the following individual as the best qualified candidate for the position of SLEO III in Bogota:

**Fidel Valdes
10 Everett Street
Jersey City, NJ 07304**

NOW, THEREFORE, BE IT RESOLVED that the Mayor and Council of the Borough of Bogota agree to extend a conditional offer of employment to Fidel Valdes as a SLEO III to serve the Borough when school is in session in accordance with the fully executed inter-local Service Agreement.

I, Yenlys Flores-Bolivar, Municipal Clerk of the Borough of Bogota, Bergen County, New Jersey, do hereby certify that the foregoing is a correct and true copy of a resolution adopted by the Borough of Bogota, Bergen County in the New Jersey.


Yenlys Flores-Bolivar, Acting Municipal Clerk



RESOLUTION # 2023-74

DATE: 3-2-2023

COUNCIL	YES	NO	ABSENT	ABSTAIN	MOTION	SECOND
C. Carpenter			✓			
J.E.Granquist	✓					✓
P. McHale	✓				✓	
J. Mitchell	✓					
M.E. Murphy	✓					
R. Robbins			✓			
Mayor C. Kelemen (Tie Vote Only)						

**RESOLUTION AUTHORIZING EMERGENCY CONTRACT
TO REPLACE 12 INCH SANITARY MAIN ON FAIRVIEW AVENUE**

WHEREAS, an emergency affecting the health, safety and welfare of the general public arose with respect to a severely back-pitched 12 inch sanitary sewer main on Fairview Avenue; and

WHEREAS, the Borough Engineer evaluated the situation and was of the opinion that the extent of the damage requires necessary emergency repairs to prevent backup of sewage into residents homes; and

WHEREAS, the Local Public Contracts Law, N.J.S.A. 40A:11-6 authorizes the awarding of emergency purchases and contracts, without public advertising for bids and bidding therefore, when an emergency effecting health, safety or welfare requires the immediate delivery of the articles or the performance of the services; and

WHEREAS, the cost of the necessary construction equipment, materials and labor to replace the 12 inch sanitary main at \$65,500.00; and the costs associated with engineering support and construction inspection from Neglia Group is estimated at \$7,500.00 to \$10,000.00 for total estimated emergency costs not to exceed \$75,500.00; and

WHEREAS, an emergency affecting health, safety or welfare required the immediate action or the performance of the services; and

NOW, THEREFORE, BE IT RESOLVED by the Mayor and Council of the Borough of Bogota that:

1. The Borough Engineer is hereby authorized to secure the necessary labor and material and to proceed with the replacement of the 12 inch sanitary main on Fairview Avenue; and



2. The Chief Financial Officer is hereby authorized to appropriate a total amount not to exceed \$75,500.00 for the replacement of the 12 inch sanitary main on Fairview Avenue and engineering support and construction inspection on an emergency basis as described above; and
3. The Mayor and Borough Clerk are hereby authorized and directed to execute a contract and/or payment to Neglia Group, 34 Park Avenue, Lyndhurst, N.J. 07071 in the amount not to exceed \$10,000.00 to provide engineering support and construction inspection on an emergency basis as described above; and
4. This Contract is awarded without public bidding on an emergency basis in accordance with N.J.S.A. 40A:11-6 of the Local Public Contracts Law because the severely back-pitched 12 inch sanitary main on Fairview Avenue had a severe adverse impact on the health, safety and welfare of general public.

Dated:

5/11/2023

Certified:

Treasurer

Dated:

3/2/2023

Approved:

Mayor

CERTIFICATION

I, Yenlys Flores-Bolivard, Clerk of the Borough of Bogota, Bergen County, New Jersey do hereby certify that the foregoing Resolution was adopted by the Mayor and Council at a regular meeting held 3/2/2023.

Dated:

3/2/2023

Clerk

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I, Yenlys Flores-Bolivard, Municipal Clerk of the Borough of Bogota, Bergen County, New Jersey, do hereby certify that the foregoing is a correct and true copy of a resolution adopted by the Borough of Bogota, Bergen County in the New Jersey.

Yenlys Flores-Bolivard, Acting Municipal Clerk

February 10, 2023

Via E-mail

Mr. Edward Hynes
Borough Administrator
Borough of Bogota
375 Larch Avenue
Bogota, New Jersey 07603

Re: EMERGENCY DECLARATION
Replace 12 inch Sanitary Main - Fairview Avenue
Borough of Bogota, Bergen County, New Jersey
Neglia Project #: BOGOADM23.001

Dear Mr. Hynes:

As you are aware, this office televised a 12 inch sanitary main on Fairview Avenue under the direction of Gordon Kohles, Borough Department of Public Works Superintendent. The 12 inch sanitary main was noted to be severely back-pitched and needed to be replaced. In response, Neglia Group has contacted three contractors to address this emergent condition. The quotes solicited were to replace approximately 75 feet of 12 inch sanitary main on Fairview Avenue in the Borough. Three quotes were received with the lowest quote being from Montana Construction, 80 Contact Avenue, Lodi, New Jersey 07644 in the amount of \$65,500.00. Please see attached three quotes for your records.

Contractor	Total Quote Amount
Montana Construction	\$65,500.00
4 Clean-Up, Inc.	\$74,500.00
Gothhold Paving LLC	\$72,000.00

Declaration of Emergency

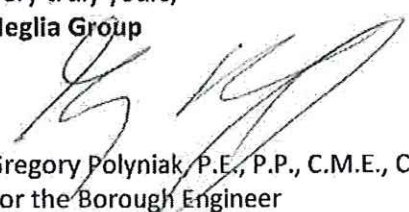
As described above, the incident that occurred was unforeseen, and could not be anticipated by the Borough. Accordingly, we recommended that the Borough proceed with the declaration of emergency for services, pertinent to State Statute (5:34-6.1 and 6.2) and in compliance with the Administrative Code, that were necessary to remedy the emergency situation. Clearly, the most rapid corrective work was required, and there was no way to reasonably foresee or prevent this condition. Therefore, immediate action was required in order to cope with the emergency conditions that affect the public health and safety.



It is recommended that the Borough authorize Montana Construction to replace the 12 inch Sanitary Main on Fairview Avenue as described within the attached quote pending the availability of funds, review by the Borough Auditor, and review by the Borough.

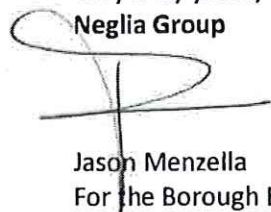
We trust you will find the above in order. Should you have any questions or require additional information, please do not hesitate to contact the undersigned.

Very truly yours,
Neglia Group



Gregory Polyniak, P.E., P.P., C.M.E., C.P.W.M.
For the Borough Engineer
Borough of Bogota

Very truly yours,
Neglia Group



Jason Menzella
For the Borough Engineer
Borough of Bogota

cc: Mayor and Council (via Borough Clerk)
Yenlys Flores-Bolivar, Borough Clerk (via E-mail)
Gordon Kohles, Borough Department of Public Works Superintendent (via E-mail)
Greg Bock, Chief Financial Officer (via E-mail)
William Betesh, Borough Attorney (via E-mail)



Underground Utility Contractor

December 14, 2022

2023-74 Emergency declaration - Replace 12 inch Sanitary Main - Fairview Avenue
Tel: 973.478.5200 • Fax: 973.478.7604
80 Contant Ave • Lodi, NJ 07644

2023-74

PROPOSAL

Mr. Jason Menzella
Director of Construction
Neglia Engineering
34 Park Avenue
Lyndhurst, NJ 07071
T: (201) 939-8805 Ext. 112
Jmenzella@negliaengineering.com

Re: 12" Sanitary Main Repair
Fairview Avenue
Bogota, New Jersey

Dear Mr. Menzella,

As requested, we are pleased to provide you with our proposal to replace the 12" Sanitary Main at the above referenced location: The scope of work would be as follows:

Proposed Scope of Work:

1. Notify the N.J. Underground Utility Mark Out Services.
2. Mobilize Supervision, Labor, Material and Equipment.
3. Saw-cut the existing roadway.
4. Excavate and dispose of the excess fill, broken asphalt, and broken concrete.
5. Place ¾" clean stone trench bedding.
6. Furnish and install up to 75 feet of 12" VCP with 12" PVC SDR -35 Pipe
7. Rehab all existing manholes at entry points
8. Encase pipe in concrete at manhole entry point
9. Install Tee or other suitable means for existing lateral connection (up to 4)
10. Reconnect all lateral connections within trench using Fernco adaptor and encase in concrete
11. Backfill with RCA.
12. Compact in lifts as needed.
13. Restore the roadway pavement with 6" thick of I-2 Base asphalt.
14. Clean site and demobilize.

Proposal Amount: \$65,500.00

Exclusions:

- Final Paving
- Survey and Layout
- Permits, Bonds and Fees
- Conflict with utility elevations
- Conflicts with unknown, un-marked and mismarked utilities
- Conflicts with unforeseen obstructions during excavation
- Handling, removal or disposal of any and all contaminated or hazardous material
- Rock excavation and/or excavation of concrete roadway
- Material and compaction testing
- Dewatering beyond the means of a 3" pump
- Traffic markings and striping
- Repair/replacement of existing fence, gates, light poles, parking meters, street cameras and street signs

We propose to complete the above stated work for the proposal amount provided. *In the event of any unforeseeable conditions being encountered, the proposal amount provided above is subject to change and revision. Please note that if Montana Construction is required to secure, acquire or provide any of the excluded items or complete any additional work above and beyond the proposed scope of work, then the additional work would be tracked on a T&M basis and the additional costs would be added to the final invoice.*

Montana Construction can schedule and provide Police Officers for traffic control. The total cost for the Police Officers would be added to the final invoice.

Montana Construction would like to thank you for the opportunity to quote this project for you. Should you have any questions, please feel free to contact me at any time.

Sincerely,

Michael Mariano

Michael Mariano
Director of Emergency Management & Contract Services

Accepted by:

Name: _____

Title: _____

Signature: _____

Date: _____

4 CLEAN-UP INC.
PO Box 5098
North Bergen, New Jersey 07047
201-271-0042
Fax: 201-271-0118
Site Work • Paving • Excavating

Proposal

January 6, 2023

Neglia Engineering
34 Park Ave.
Lyndhurst NJ 07071

Job Location: Fairview Ave. Bogota

Provide machines, material and manpower to complete the following:

Saw Cut Trench 80 LF
Excavate down to existing 12" Clay Pipe
Install 70-80 LF of 12" PVC Sdr35
Back Fill with suitable material and compact in lifts
Last 4" of trench will be paved with 9.5M64 Black Top
Trench will be compacted and clean swept for completion
All unsuitable material will be trucked off site and disposed of at a legal recycling facility

Amount \$ 74,500.00

NOTE: Price does not include the following: Police, Permits, Rock Excavation, Lay Out, As Built Drawings, Removal of Contaminated Dirt or Moving of Any Conflicting Utilities.



John Stalknecht

Proposal

2023-74

GOTTHOLD PAVING LLC.Excavation - Trucking
Sanitary and Storm Sewer LinesP.O. Box 205
Edgewater, NJTel: (201) 488-4100
Fax: (201) 488-4104
Cell: (201) 954-1200

PROPOSAL SUBMITTED TO MEGLIA ENGINEERS	PHONE 201 939 8805	DATE 1-6-23
STREET 34 PARK AVE	JOB NAME SEWER replacement	
CITY, STATE AND ZIP CODE LYNDHURST NJ 07071	JOB LOCATION FAIRVIEW AVE. BOGOTA.	
ENGINEER	DATE OF PLANS	JOB PHONE

We hereby submit specifications and estimates for:

SAWCUT ROAD

EXCAVATE, INSTALL @ 70-80 LF 12" SD 35 pipe, 2 Fernco Connections
DISPOSAL, BACKFILL compact RCA
MANHOLE restoration 4" STAB BASE ONLYEXCLUSIONS → permit fees, rock excavation
police traffic directors

We propose hereby to furnish material & labor-complete in accordance with the specifications, for the sum of:

Seventy two thousand _____ dollars (\$ 72,000.00)

Payment to be made as follows:

All material is guaranteed to be as specified. All work to be completed in a workmanlike manner according to standard practices. Any alteration or deviation from the above specifications involving extra cost will be executed only upon written orders, and will become an extra charge over the above estimate. All agreements contingent upon strikes, accidents or delays beyond our control. Owner to carry fire, tornado, and other necessary insurance. Our workers are fully covered by Workmen's Compensation Insurance.

Authorized
SignatureNOTE: This proposal may be withdrawn
by us if not accepted within 30 days.

ACCEPTANCE OF PROPOSAL - The prices, specifications and conditions are satisfactory and are hereby accepted. You are authorized to do the work as specified. Payment will be made as outlined above.

Signature _____ Date _____ Signature _____ Date _____

**RESOLUTION # 2023-75****DATE: 03-2-2023**

COUNCIL	YES	NO	ABSENT	ABSTAIN	MOTION	SECOND
C. Carpenter			✓			
J.E.Granquist	✓					
P. McHale	✓					
J. Mitchell	✓				✓	
M.E. Murphy	✓					✓
R. Robbins			✓			
Mayor C. Kelemen (Tie Vote Only)						

FIRST AMENDMENT TO SOLID WASTE SERVICE AGREEMENT

See attached.

I, Yenlys Flores-Bolivard, Municipal Clerk of the Borough of Bogota, Bergen County, New Jersey, do hereby certify that the foregoing is a correct and true copy of a resolution adopted by the Borough of Bogota, Bergen County in the New Jersey.

Yenlys Flores-Bolivard, Acting Municipal Clerk

**BERGEN COUNTY UTILITIES AUTHORITY**

P.O. Box 9, Foot of Mehrhof Road, Little Ferry, New Jersey 07643

February 2, 2023

Mr. Edward Hynes
Borough Administrator
Borough of Bogota
375 Larch Avenue
Bogota, New Jersey 07603

Re: Bergen County Utilities Authority (BCUA) Solid Waste Cooperative Marketing Program

Dear Mr. Hynes:

As you know, in 2021 the BCUA entered into a Solid Waste Service Agreement (Agreement) with your municipality for your municipality's participation in the BCUA Solid Waste Cooperative Marketing Program. The Agreement terminates on May 31, 2023.

In furtherance of this important program, on December 22, 2022 the BCUA Commissioners adopted a resolution extending its existing solid waste disposal contract with Waste Management of New Jersey for an additional year commencing June 1, 2023 terminating May 31, 2024. The per ton cost for the one year extension of the BCUA Solid Waste Cooperative Marketing Program has increased from \$80.40 to \$84.45 per ton inclusive of the \$3.00 per ton recycling tax.

The BCUA Cooperative Marketing Program has enabled Bergen County municipalities to take advantage of cost savings that have resulted from the collective marketing of solid waste from more than one municipality. The BCUA Shared Service initiative has provided substantial savings in tipping fees, attorney costs, and administrative costs to your municipality.

If your municipality wishes to extend the current Solid Waste Service Agreement for an additional year, please execute the attached First Amendment to the Solid Waste Service Agreement and return three original signed copies to my attention.

If you have any questions or require additional information, please do not hesitate to contact me directly at 201-807-5818.

Very truly yours,

Richard Wierer
Deputy Executive Director

enclosure

pc: Robert Laux, BCUA

**FIRST AMENDMENT TO
SOLID WASTE SERVICE AGREEMENT**

This First Amendment to Solid Waste Service Agreement dated
March 2 _____, 2023 (the "Amendment Agreement"), by and
between the **Bergen County Utilities Authority**, a public body politic and corporate of the
State of New Jersey, having its principal offices for the performance of essential
governmental functions and services located at the Foot of Mehrhof Road, Little Ferry, New
Jersey 07643 (hereinafter referred to as the "Authority"), and the Borough of Bogota, a
municipal Corporation of the State of New Jersey, having its principal offices for the
performance of essential governmental functions and services located at 375 Larch Avenue,
Bogota, New Jersey, 07603 (hereinafter referred to as the "Municipality"), is now being
entered into for the purpose of amending the Solid Waste Service Agreement dated
5/14/2021, previously entered into by and between the Authority and the Municipality.

WHEREAS, by Resolution 21-6-005 adopted April 22, 2021, the Board of
Commissioners of the Authority awarded Contract No. 21-04 for Cooperative Marketing for
Solid Waste Disposal to Waste Management of New Jersey, Inc. for a contract term of a
Two (2) Year Period and with the Authority being given the option of extending that contract
term for an additional One (1) Year Period; and

WHEREAS, by Resolution 22-6-14 adopted December 22, 2022, the Board of
Commissioners of the Authority exercised its right to extend the contract term of Contract
No. 21-04 for the additional One (1) Year Period (commencing June 1, 2023 and expiring
May 31, 2024); and

WHEREAS, on 5/14/2021, the Authority and the Municipality entered into a Solid Waste Service Agreement (the "Service Agreement") for the processing, transportation and disposal of solid waste generated from within the Municipality; and

WHEREAS, the Service Agreement terminates on May 31, 2023, which date is also the expiration date of the initial two (2) year contract term of Contract No. 21-04; and

WHEREAS, by Resolution 22-6-13 adopted December 22, 2022, the Board of Commissioners of the Authority authorized the execution of this Amendment Agreement extending the term of the Service Agreement for an initial one (1) year period (commencing June 1, 2023 and expiring May 31, 2024), to run co-terminous with Authority Contract No. 21-04 as amended by Resolution 22-6-14; and

WHEREAS, both the Municipality and the Authority wish to extend the Service Agreement for an additional one (1) year term, at a revised rate, so that the contract term of the Service Agreement runs co-terminous with Authority Contract No. 21-04 with Waste Management of New Jersey, Inc.

NOW, THEREFORE, in consideration of the mutual covenants and promises contained herein, the parties hereto agree as follows:

1. Section III, Subsection 3.02 of the Service Agreement shall be amended, with the rate being increased from \$80.40 per ton to \$84.45 per ton, and Section III, Subsection 3.02 of the Service Agreement shall now provide as follows:

"3.02. During the term of this Service Agreement, the Municipality shall be billed by the BCUA on a monthly basis at the following rate for each

ton of solid waste delivered to the Transfer Station Facility by or on behalf of the Municipality:

June 1, 2023 through May 31, 2024 \$ 84.45 per ton

During the term of this Service Agreement, the Municipality shall pay the BCUA within thirty (30) days of the date of each invoice. A late fee equal to 1% of the unpaid balance shall be charged for every thirty (30) days the balance of the invoice or a portion thereof remains unpaid. The late fee shall be charged commencing five (5) days subsequent to the due date. Failure on the part of the Municipality to pay all or any amount required to be paid to the BCUA under this Service Agreement pursuant to this section 3.02 shall constitute and Event of Default."

2. Section VII, Subsection 7.01 of the Service Agreement shall be amended, with the term of the Service Agreement being extended for a one (1) year period, commencing June 1, 2023 and expiring May 31, 2024, which represents a one (1) year extension of the Service Agreement contract term causing the contract term of the Service Agreement to be co-terminous with the term of Authority Contract No. 21-04, and Section VII, Subsection 7.01 of the Service Agreement shall now provide as follows:

7.01 The term of this Service Agreement shall be extended for a term of one (1) year; commencing June 1, 2023 and terminating May 31, 2024.

3. All other terms and conditions of the Service Agreement shall remain in full force and effect except as amended herein.

4. This Amendment Agreement may not be amended or modified without the express written consent of the parties hereto.

5. This Amendment Agreement shall be construed in accordance with the laws of the State of New Jersey, without any consideration being given to any principle or choice or conflict of law.

IN WITNESS WHEREOF, the Authority and the Municipality have caused this Amendment Agreement to be executed in their respective names by representatives of each thereof there unto duly authorized, and have caused this Amendment Agreement to be dated as of the date and year first above written.

WITNESS:

BERGEN COUNTY UTILITIES AUTHORITY



By: 
_____ Executive Director

ATTEST:

Borough of Bogota



By: Edward H Hynes

Rec'd
3/16/23
C.H

Office: (201) 641-2552
Fax: (201) 641-6407



BERGEN COUNTY UTILITIES AUTHORITY

P.O. Box 9, Foot of Mehrhof Road, Little Ferry, New Jersey 07643

March 13, 2023

Yenlys Flores-Bolivard
Acting Borough Clerk
Borough of Bogota
375 Larch Avenue
Bogota, New Jersey 07603

Re: Solid Waste Service Agreement
First Amendment

Dear Ms. Flores-Bolivard:

Enclosed please find the above referenced First Amendment to the Solid Waste Service Agreement by and between the Bergen County Utilities Authority and the Borough of Bogota.

If you have any questions, please do not hesitate to contact me directly.

Very truly yours,

Richard Wierer
Deputy Executive Director

enclosure



By Law amended # 76

DATE: 03-2-2023

COUNCIL	YES	NO	ABSENT	ABSTAIN	MOTION	SECOND
C. Carpenter			✓			
J.E.Granquist	✓					✓
P. McHale	✓					
J. Mitchell	✓					
M.E. Murphy	✓				✓	
R. Robbins			✓			
Mayor C. Kelemen (Tie Vote Only)						

**BY-LAWS
OF THE
COUNCIL OF THE BOROUGH OF BOGOTA**

2023

Revised January 17, 2019
Revised February 17, 2023
Approved March 2, 2023

COMMITTEE
C. CARPENTER
M.E MURPHY
R. ROBBINS



ARTICLE I

The deliberation of the Council shall be governed by Robert's Rules of Order, except when the same are in conflict with the laws of the State of New Jersey or these By-Laws, in which event, said Robert's Rules of Order shall be inapplicable.

ARTICLE II

Section 1

The Mayor shall preside over the deliberations of the Council and shall conduct the meetings thereof. He/She shall also participate in the determination of Borough affairs to the extent permitted by statute.

Section 2

The Mayor shall, on all occasions, preserve order and decorum, and he/she shall cause the removal of all persons who interrupt the orderly proceedings of the Council.

Section 3

When two or more Councilmembers shall request recognition at the same time, the Mayor shall name the one entitled to the floor.

Section 4

The Mayor shall decide all questions of order without debate, subject to an appeal by the Borough Attorney whose determination shall be binding, and the Mayor may call upon the Borough Attorney for his/her opinion upon any question of order.

Section 5

The Mayor shall be an ex-officio member of all committees, both standing and special, and shall be informed in advance of all meetings of such committees.

Section 6

In the absence of the Mayor, or if he/she is unable to perform his/her duties; the Council President or, in his/her inability to act, the Councilmember, having the longest, continuous and uninterrupted term of service, shall act as Presiding Officer, as provided by statute.

Section 7

The Mayor shall not vote except to give the deciding vote in case of a tie, or as otherwise provided by the laws of the State of New Jersey.



ARTICLE III Borough Clerk

Section 1

The Borough Clerk shall attend all meetings of the Council, keep a record of its proceedings and perform such other duties enjoined upon that office by the laws of the State of NJ and these By-Laws.

Section 2

The Borough Clerk shall keep the minutes and ordinance books properly and fully indexed and up-to-date, and shall perform all the duties evolving upon such office and such special services as the Mayor, and Council may require.

Section 3

It shall not be necessary for the Borough Clerk to read the minutes of the previous meeting, if the said Borough Clerk shall have submitted an electronic draft copy to each of the Councilmembers, as soon as practicable, but at least within seven (7) days before each Council meeting.

Section 4

Mayor and Council may submit edits to the draft meeting minutes in writing or verbally to the Clerk prior to the approval of the minutes.

Section 5

The Borough Clerk shall make available the final agenda and all supporting documents, including resolutions, of the Mayor and Council meeting by noon on the Tuesday prior to the meeting. Any items added after 5:00 p.m. on that date shall be added to the next meeting agenda, unless it is an emergency where action is required.

Items may be added to the agenda by the Borough Clerk, Borough CFO or Borough Administrator, in addition to the Mayor and two Councilmembers or three Councilmembers.

ARTICLE IV Work Session and Meetings

Section 1

The Council shall hold an annual re-organization meeting during the first seven (7) days of January of any year, which meeting will be held within the Borough, and at such time and place as Council may direct.

All regular meetings of the Borough shall take place at 7:00p.m. on the first and third Thursdays of each month. Special or emergency meetings may be called from time to time by the Mayor or by any four members of the Council upon consultation with the Borough Clerk, Borough Attorney and/or Borough Administrator.



Section 2

The Council, at its annual reorganization meeting shall, by the vote of a majority, of said Council, elect from their members, a President of the Council. He/She shall hold office for one (1) year and until the next annual reorganization meeting. If the Council, at its annual reorganization meeting, fails to elect a President from the Council, the Mayor may appoint the President from the Council, and in such case no confirmation by the Council shall be necessary.

Section 3

If the Mayor is absent from the Borough for a period of three (3) days or, for any reason is unable to act, the President of the Council shall perform all the duties of the Mayor during such absence or inability. The Mayor, in case of his/her intended absence from the Borough for more than three (3) days at any time shall notify the President in writing of such intended absence, whereupon the President shall be acting Mayor, upon the receipt of such notice and continue to act in that capacity until the Mayor's return,

Section 4

If a Councilmember shall be absent from the Borough for more than three (3) days, he/she shall so notify the Mayor and Council President.

Section 5

At the annual reorganization meeting, the Council shall fix the time and place for holding regular meetings during the ensuing year, which time and place, shall not be changed; except by proper notification in accordance with the Open Public Meetings Law.

Section 6

It shall be the duty of the Mayor, when necessary, to call special meetings of the Council. In case of his/her neglect or refusal, any four (4) members of the Council may call such meetings at such time and place in such Borough as they may designate. In all cases except those of urgency and importance, at least forty-eight (48) hour notice shall be given to the Mayor and Councilmembers by the Borough Clerk in advance of a special meeting, which shall be conducted in accordance of the New Jersey Open Public Meetings Act. Said notice shall include the time, date, and place of the special meeting and shall include the purpose of the meeting.

Section 7

Three (3) Councilmembers and the Mayor, or in the absence of the Mayor, four (4) Councilmembers shall constitute a quorum.

Section 8

If no quorum is present at any meeting within fifteen minutes of the advertised start time, those assembled shall have power and are authorized to set a new meeting date; and then adjourn.



Section 9

The following order of business shall be observed:

Mayor & Council Meeting

Mayor and Council meetings shall be held on the 3rd Thursday of the Month.

Salute to the flag

Roll call (Clerk shall also note the attendance of the Borough Attorney, Borough Administrator, and any other Borough official who may be present at the meeting)

Notice of public hearing

Citizen Remarks

Council Response to Citizen Remarks

Discussion

Introduction of ordinances

Public hearing of ordinances

Consent agenda including all various approvals, minutes and payment of claims

Other agenda items – Old Business

Correspondence/petitions (read by Clerk)

Citizen Remarks

Reports including Committee Liaisons, Borough Administrator, Borough Clerk, Borough Attorney and Engineer

Closed Session

Adjournment

Work Session

Work Sessions shall be held on the 1st Thursday of the month

Only one Citizen Remark shall be held during a Work Session, and shall be conducted at the end of the meeting

No Work Session shall be held in the months of July and August

Regular meetings of the Mayor and Council shall be called to order at 7:00 pm.

Special meetings shall be called to order at the designated date and time.

Meetings shall end at 10:30 pm, with a voice vote being taken at 10:30pm to extend the meeting by thirty minutes increments with the majority vote of the Council.

Section 10

The regular order of business may be suspended at any meeting by a majority vote of Council present or by the Mayor with the consent of Council.

Section 11

All actions of the Council shall be by a majority vote of those present, except as otherwise required by NJ statutes.



Section 12

Rules of Order

- a) Every member, when speaking, shall address himself/herself to the Chair unless directed otherwise.
- b) While a member is speaking, no other member shall entertain any private discourse. No member of Council shall leave his/her seat without permission of the Chair.
- c) Every member who shall be present, when a question is put, shall vote for or against it, unless he/she shall abstain for any reason.
- d) No person, not a member of the governing body, shall be given the privilege of the floor except by permission of the Mayor or upon the demand of a member of the Council, if supported by the votes of a majority of the Councilmembers present.
- e) A member called to order by the Mayor or Presiding Officer, shall cease speaking immediately unless permitted to explain. He/She may, if he/she wishes, appeal to the Borough Attorney for permission to continue his/her remarks, whose determination shall be binding. If there is no appeal, the decision of the Chair shall stand and be final.
- f) No resolution or motion shall be put for a vote unless seconded.
- g) When a motion is made and seconded, there must be a call for discussion on the resolution prior to the roll call vote.
- h) A motion to lay on the table shall be decided without amendment or debate; and such motion, until it is decided, shall preclude all amendments or debate of the main question.
- i) A motion to adjourn shall be decided without debate and shall always be in order, except when the Council is voting or when a Council person is addressing the Council, or immediately after the question of adjournment has been decided in the negative.
- j) A consent agenda may be used by unanimous agreement of Council.
- k) Items on the consent agenda can be pulled for discussion at any time at the request of the Mayor or a Council Member.
- l) The Mayor and Council Members are prohibited from sending or receiving text messages with other members on the dais until the meeting is adjourned.

The following sections are proposed to be added to Article IV (Meetings)

Section 13

The Council may, in its discretion, hold their public meetings in-person and remote (i.e. hybrid) format, provided the Open Public Meetings Act, N.J.S.A. 10:4-1, *et seq* and other applicable laws are followed. Remote meetings shall only be mandatory in the event of a public health or other declared emergency that requires meetings to be held remotely, because the emergency reasonably prevents the local public body from safely conducting public business at a physical location with members of the public present.

A) When a meeting is conducted in a hybrid manner, the public accessing the meeting remotely shall have similar access to participate in the meeting as members of the public who are present,



and shall be limited to speaking during public comments and other public hearings for no more than 5 minutes per person.

B) The option of hybrid meetings is a convenience to the public. Therefore, unless a declared emergency makes conducting a remote meeting mandatory, Council members, the Borough Attorney, Borough Administrator and Borough Clerk are required to attend all public meetings in person unless their absence is excused.

C) Any agendas or presentation documents that would be viewed or made available to members of the public who physically attend a public meeting shall also be made visible on a video broadcast or be made available for download on the Borough's website ahead of the meeting.

D. The electronic communication technology used for a hybrid or remote public meetings must have a function that allows the Borough to mute the audio of all members of the public, as well as allow members on the dais to mute themselves.

If a member of the public accessing the meeting remotely becomes disruptive, including during any period for public comment, the person charged with running the remote component of the public meeting shall mute or continue muting the disruptive person, at the direction of the Mayor or a majority vote of the Council, after the person is warned that continued disruption may result in their being prevented from speaking. Disruptive conduct includes sustained inappropriate behaviors such as, but not necessarily limited to, shouting, interruption and use of profanity.

E. All public notices to a hybrid meeting must include the instructions to access the meeting remotely, and indicate where meeting documents, such as agendas, will be made available for download. Connection instructions shall also be posted on the Borough's webpage ahead of the meeting. If the Borough Council intends to conduct hybrid meetings for a series of regularly scheduled meetings, then the annual meeting notice shall be revised at least seven (7) days prior to the next regularly scheduled hybrid meeting in accordance with this sub-part.

If a declared emergency requires public meetings to be conducted remotely, then a copy of the public notice shall also be posted on the door of the Municipal Building. The notice must be viewable from the outside.

F. If members of the public who are remotely accessing the meeting become unable to gain access due to a technical or equipment issue experienced by the Borough, then no official action should be taken at the meeting until the connection for remote users is restored. If the technical issues are not resolved within fifteen (15) minutes, then the meeting shall be adjourned.



ARTICLE V

Committees/Liaisons

Section 1

There shall be the following standing committees, with 2 Council liaisons appointed to each by the Mayor under the consent of the Council;

1. Administration/Personnel
2. Finance and Tax/Grant Writing
3. Board of Education
4. BACSA
5. Buildings & Grounds/Property Maintenance
6. Construction/Planning and Zoning
7. Department of Public Works
8. Environmental/Shade Tree
9. Fire Department
10. Health and Insurance – Board of Health
11. Library
12. Liaison to the County/State
13. Police/Auxiliary Police/Court/ Office of Emergency Management
14. Recreation
15. Rescue
16. Senior Citizens
17. Transportation (Airport Noise Abatement, Train Issues, etc.)
18. Veterans' Affairs

Notwithstanding the foregoing, there shall be a police committee consisting of three council liaisons whose members and chairperson shall be appointed by the Mayor.

Section 2

Liaisons may meet with various departments, boards and commissions and report back to and/or make recommendations to the full Council, but may not make any financial commitments nor act outside of any statutory limitations established by the State of New Jersey.

Section 3

The Mayor may appoint Special Committees with Council consent for purposes other than those embraced in the Standing Committees, designated in Section 1.

Section 4

The Chairperson of each Standing or Special committee shall be prepared to report to the Mayor and Council at each regular meeting on principal activities and, achievements of their respective committee.



In God We Trust

ARTICLE VI

Ordinances

All ordinances shall be submitted in writing, with approval as to form by Borough Attorney at a meeting of the Council. The procedure for passage of all ordinances shall conform to the procedure under the Laws of the State of New Jersey. After final passage or adoption of any ordinance, it shall be published as provided by law, together with date of passage.

ARTICLE VII

Payment of Claims

Section 1

All bills or claims against the Borough shall be in writing, fully itemized, sworn to as required by statute, and presented on such forms as the Borough shall provide for such purpose. No bills or claims shall be approved by the Borough Council for final payments unless the same shall have been reviewed by the appropriate Council members prior to the regular meeting at which payment is approved. The bill list will be provided to all Council members with the Agenda by noon of the Tuesday preceding the Council meeting.

Section 2

All bills and claims must be supported by a certification that the goods were received in good order, or that the services were satisfactorily rendered, and that the same are in accordance with the agreed specifications and price. Such certification shall be made by the responsible person accepting the same on behalf of the Borough, and who may be held accountable. Each such bill or claim shall then be carefully reviewed, checked, and approved for budget change and classification by or under direction of the Borough official or department head responsible for the budget item affected.

All checked Purchase Orders, with supporting papers attached, shall then be presented to the Finance Committee for examination and audit.

All Purchase Orders, so approved, shall be referred back to the Borough Clerk to be presented at a regular meeting of the Mayor and Council for approval. (Payment of Claims)

Authorization to pay amounts of the approved PO shall be by resolution of the Council.

All bills, Purchase Orders and Bank Statements shall be filed in a safe place and be made available for public inspection.



ARTICLE VIII

Borough Seal

Section 1

The seal of the Borough shall be as hereinafter impressed.

Section 2

The seal shall be Circular in form and contain the following; "The Borough of Bogota, Bergen County, New Jersey", including thereafter year of incorporation.

Section 3

The seal shall be in the custody of the Borough. Clerk and shall be impressed on all appropriate documents or papers.

ARTICLE IX

Amendments

Section 1

The Mayor or any member of the Council may propose amendments to these By-Laws at any regular meeting or adjourned regular meeting. The Mayor will then appoint a Special Committee of three (3) members of the Council to consider the proposed amendments and, in addition, may submit the suggested changes.

Section 2

Such Special Committee shall present its recommendations at a regular meeting or adjourned meeting of the Council within thirty (30) days of appointment of the committee by the Mayor.

Section 3

These By-Laws shall be altered or amended only by a majority vote of the entire Council on a roll call vote.

ARTICLE X

Adoption and Term

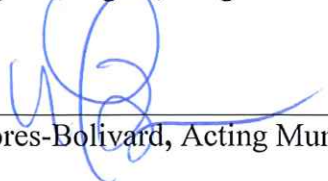
Section 1

The By-Laws shall be adopted by a resolution of Council concurred in by a majority of Council.

Section 2

The By-Laws shall become effective immediately after adoption and shall remain in effect until Council amends same.

I, Yenlys Flores-Bolivard, Municipal Clerk of the Borough of Bogota, Bergen County, New Jersey, do hereby certify that the foregoing is a correct and true copy of a resolution adopted by the Borough of Bogota, Bergen County in the New Jersey.



Yenlys Flores-Bolivard, Acting Municipal Clerk



RESOLUTION # 2023-76C

DATE: 3/2/2023

COUNCIL	YES	NO	ABSENT	ABSTAIN	MOTION	SECOND
C. Carpenter			✓			
J.E.Granquist	✓					
P. McHale	✓				✓	
J. Mitchell	✓					
M.E. Murphy	✓					✓
R. Robbins			✓			
Mayor C. Kelemen (Tie Vote Only)						

AUTHORIZING MEETING NOT OPEN TO THE PUBLIC, PURSUANT TO NJSA 10:4-12

WHEREAS, The Open Public Meetings Act, NJSA 10:4-12, provides that an executive session, not open to the public, may be lawfully held by a public body in certain circumstances when authorized by a resolution; and

WHEREAS, the Mayor and Council finds that it is necessary for the Mayor and Council to discuss, in a session, not open to the public, certain matters related to the item or items authorized by NJSA 10:4-12(b) and designated below as follows:

_____ Matters, which, by express provisions of a federal law or state statute or rule of court shall be rendered confidential

_____ Matters in which the release of information would impair a right to receive funds from the Government of the United States

_____ Matters which, if disclosed, would constitute an unwarranted invasion of Privacy, as further defined by NJSA 10:4-12(b) (3)

_____ Collective bargaining agreements or negotiations therefore with public employees and/or their representatives

_____ Matters involving the purchase, lease, or acquisition of real property with public funds, the setting of banking rates, or the investment of public funds, where the setting of banking rates or the investment of public funds, where the disclosure could adversely affect the public interest, if the discussion were disclosed

_____ Tactics or techniques utilized in protecting the safety and property of the public, provided that their disclosure could impair such protection, and any investigation of violations or possible violations of the law

☒ Pending or anticipated litigation or contract negotiations in which the Borough is or may become a party

_____ Matters involving the employment, appointment, termination of employment, Terms and conditions of employment, evaluation, promotion, or disciplinary action of any specific current or prospective public employee(s), unless all the individual(s) affected request(s) in writing that the matters be discussed at a public meeting



_____Deliberations of a public body occurring after public hearing that may result in the imposition of a specific civil penalty or the suspension or loss of a license or permit or party as a result of the actions or missions of the party.

NOW, THEREFORE, BE IT RESOLVED by the Mayor and Council of Bogota that an executive session, not open to the public shall be held to discuss matters of topic(s) referred to above as permitted by law and the matters so discussed will be disclosed to the public as soon as possible and to the extent that such disclosure can be made without adversely affecting the public interest or without violation of the confidentiality of personnel. A copy of this resolution will be kept on file in the Borough Clerk's office and is available for public inspection during regular business hours.

I, Yenlys Flores-Bolivard, Municipal Clerk of the Borough of Bogota, Bergen County, New Jersey, do hereby certify that the foregoing is a correct and true copy of a resolution adopted by the Borough of Bogota, Bergen County in the New Jersey.

Yenlys Flores-Bolivard, Acting Municipal Clerk

R E S O L U T I O N

COUNCIL	YES	NO	AB-STAIN	AB-SENT
R. ROBBINS				✓
P. MCHALE	✓			
J. MITCHELL	✓			
C. CARPENTER				✓
M. MURPHY	✓			
J. GRANQUIST	✓			
MAYOR (Tie Vote Only)				
C. KELEMEN				



Meeting: 3-2-2023
PC23-04

DATE February 28, 23

MOTION McHale

SECOND Murphy

Carried ☒ Defeated ☐ Tabled ☐

WHEREAS, as required by NJSA 40A:4-57 and any other applicable requirements, the Chief Financial Officer of the Borough of Bogota has certified there are sufficient funds available in the appropriations of the municipal budget line items to make payment too claimants per the payment of claims;

BE IT RESOLVED that the Mayor and Council of the Borough of Bogota authorizes payment in the aggregate amounts of:

<u>Fund</u>	<u>Amount</u>
Total fund 01 CURRENT FUND	1,837,331.74
Total fund 04 General Capital Fund	10,224.89
Total fund 13 Recreation Trust Fund	700.00
Total fund 14 Trust Fund	9,975.00
Total fund 16 ACCUTRACK ACCOUNT	13,201.25
GRAND TOTAL:	1,871,432.88

Bills List**BOROUGH OF BOGOTA**

02/28/23 03:26:59 PM

<u>PO #</u>	<u>Date</u>	<u>Vendor</u>	<u>Description</u>	<u>Amount</u>	<u>Paid Date</u>
01-2010-20-1001-000 Appropriation Control General Administration - S&W					
230288	02/24/23	BOROUGH OF BOGOTA	2022-02-28 PR	5,308.33	02/28/23
Total for		Appropriation Control General Administration -		5,308.33	
Department Total:		Appropriation Control General Administration -		5,308.33	
01-2010-20-1002-001 Appropriation Control General Administration - O/E Water					
230278	02/27/23	AQUA CHILL PARSIPPANY INV# 86777; FEBRUARY 2023		146.00	02/28/23
Total for		Appropriation Control General Administration -		146.00	
Department Total:		Appropriation Control General Administration -		146.00	
01-2010-20-1010-001 Appropriation Control Grantsperson - O/E Other Expenses					
230258	02/21/23	MILLENNIUM STRATEGIES FEBRUARY 2023 GRANT WRITING		3,000.00	02/28/23
230258	02/21/23	MILLENNIUM STRATEGIES JANUARY 2023 GRANT WRITING		3,000.00	02/28/23
Total for		Appropriation Control Grantsperson - O/E Other		6,000.00	
Department Total:		Appropriation Control Grantsperson - O/E		6,000.00	
01-2010-20-1101-000 Appropriation Control Mayor & Council - S&W Salary &					
230288	02/24/23	BOROUGH OF BOGOTA	2022-02-28 PR	759.07	02/28/23
Total for		Appropriation Control Mayor & Council - S&W		759.07	
Department Total:		Appropriation Control Mayor & Council - S&W		759.07	
01-2010-20-1201-000 Appropriation Control Municipal Clerk - S&W Salary &					
230288	02/24/23	BOROUGH OF BOGOTA	2022-02-28 PR	6,272.29	02/28/23
Total for		Appropriation Control Municipal Clerk - S&W		6,272.29	
Department Total:		Appropriation Control Municipal Clerk - S&W		6,272.29	
01-2010-20-1202-000 Appropriation Control Municipal Clerk - O/E Other					
230269	02/21/23	BERGEN COUNTY	2023 ANNUAL MEMBERSHIP	100.00	02/28/23
230268	02/21/23	MGL PRINTING SOLUTIONS INV# 195545 & 195613		351.00	02/28/23
Total for		Appropriation Control Municipal Clerk - O/E		451.00	
Department Total:		Appropriation Control Municipal Clerk - O/E		451.00	
01-2010-20-1301-000 Appropriation Control Financial Administration - S&W					
230288	02/24/23	BOROUGH OF BOGOTA	2022-02-28 PR	747.91	02/28/23
Total for		Appropriation Control Financial Administration		747.91	
Department Total:		Appropriation Control Financial Administration		747.91	
01-2010-20-1302-000 Appropriation Control Financial Administration - O/E					
230272	02/21/23	BATTAGLIA ASSOCIATES, INV# BO-2023-02; FEB 2023		10,500.00	02/28/23
Total for		Appropriation Control Financial Administration		10,500.00	
01-2010-20-1302-002 Appropriation Control Financial Administration - O/E					
230263	02/21/23	ACTION DATA SERVICES DEMAND DEBIT - 02/21/2023		384.58	02/21/23
Total for		Appropriation Control Financial Administration		384.58	
Department Total:		Appropriation Control Financial Administration		10,884.58	
01-2010-20-1402-001 Appropriation Control Data Processing - O/E					
230284	02/27/23	TRI-STATE TECHNICAL INV# 40181; BULLETIN BOARD		95.00	02/28/23
Total for		Appropriation Control Data Processing - O/E		95.00	
01-2010-20-1402-002 Appropriation Control Data Processing - O/E Copy Machine					
230287	02/28/23	ATLANTIC TOMORROWS INV# 505823; COPIES THROUGH		670.07	02/28/23

Bills List**BOROUGH OF BOGOTA**

02/28/23 03:27:00 PM

PO #	Date	Vendor	Description	Amount	Paid Date
230059	01/17/23	DE LAGE LANDEN	MARCH FIREHOUSE COPIER LEASE	95.00	02/28/23
Total for		Appropriation Control Data Processing - O/E		765.07	
Department Total:		Appropriation Control Data Processing - O/E		860.07	
01-2010-20-1451-000 Appropriation Control Revenue Administration - S&W					
230288	02/24/23	BOROUGH OF BOGOTA	2022-02-28 PR	442.17	02/28/23
Total for		Appropriation Control Revenue Administration -		442.17	
Department Total:		Appropriation Control Revenue Administration -		442.17	
01-2010-20-1452-000 Appropriation Control Revenue Administration - O/E Other					
230272	02/21/23	BATTAGLIA ASSOCIATES, INV# BO-2023-02; FEB 2023		6,800.00	02/28/23
Total for		Appropriation Control Revenue Administration -		6,800.00	
Department Total:		Appropriation Control Revenue Administration -		6,800.00	
01-2010-20-1501-000 Appropriation Control Tax Assessment - S&W Salary &					
230288	02/24/23	BOROUGH OF BOGOTA	2022-02-28 PR	706.74	02/28/23
Total for		Appropriation Control Tax Assessment - S&W		706.74	
Department Total:		Appropriation Control Tax Assessment - S&W		706.74	
01-2010-20-1552-001 Appropriation Control Legal Services - O/E Retainer -					
230145	01/30/23	BOGGIA & BOGGIA, LLC	MARCH 2023 RETAINER	6,500.00	02/28/23
Total for		Appropriation Control Legal Services - O/E		6,500.00	
Department Total:		Appropriation Control Legal Services - O/E		6,500.00	
01-2010-21-1801-000 Appropriation Control Planning/Zoning Board - S&W					
230288	02/24/23	BOROUGH OF BOGOTA	2022-02-28 PR	110.41	02/28/23
Total for		Appropriation Control Planning/Zoning Board -		110.41	
Department Total:		Appropriation Control Planning/Zoning Board -		110.41	
01-2010-21-1802-001 Appropriation Control Planning/Zoning Board - O/E					
230250	02/16/23	COSTA ENGINEERING	INV# 22000; OUTFRONT MEDIA	150.00	02/28/23
Total for		Appropriation Control Planning/Zoning Board -		150.00	
Department Total:		Appropriation Control Planning/Zoning Board -		150.00	
01-2010-22-1951-000 Appropriation Control Construction Code - S&W Salary &					
230288	02/24/23	BOROUGH OF BOGOTA	2022-02-28 PR	4,943.13	02/28/23
Total for		Appropriation Control Construction Code - S&W		4,943.13	
Department Total:		Appropriation Control Construction Code - S&W		4,943.13	
01-2010-22-2001-000 Appropriation Control Property Maintenance - S&W Salary					
230288	02/24/23	BOROUGH OF BOGOTA	2022-02-28 PR	1,222.47	02/28/23
Total for		Appropriation Control Property Maintenance -		1,222.47	
Department Total:		Appropriation Control Property Maintenance -		1,222.47	
01-2010-23-2202-003 Appropriation Control Group Insurance - O/E Dental					
230261	02/21/23	DELTA DENTAL PLAN OF	EMPLOYEE DENTAL COVERAGE	4,950.71	02/21/23
Total for		Appropriation Control Group Insurance - O/E		4,950.71	
01-2010-23-2202-004 Appropriation Control Group Insurance - O/E Life/AD&D					
230289	02/24/23	RELIANCE STANDARD LIFE	MARCH 2023 EMPLOYEE	318.27	02/28/23
Total for		Appropriation Control Group Insurance - O/E		318.27	
01-2010-23-2202-094 Appropriation Control Group Insurance - O/E Disability					

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230259	02/21/23	UNUM LIFE INSURANCE	CFEBRUARY 2023 DISABILITY	0.00	02/21/23
230259	02/21/23	UNUM LIFE INSURANCE	CFEBRUARY 2023 DISABILITY	1,356.08	02/21/23
230260	02/21/23	UNUM LIFE INSURANCE	CMARCH 2023 DISABILITY	1,356.08	02/21/23
Total for		Appropriation Control Group Insurance - O/E		2,712.16	
Department Total:		Appropriation Control Group Insurance - O/E		7,981.14	
01-2010-25-2401-000 Appropriation Control Police - S&W Regular					
230288	02/24/23	BOROUGH OF BOGOTA	2022-02-28 PR	75,673.53	02/28/23
Total for		Appropriation Control Police - S&W Regular		75,673.53	
01-2010-25-2401-002 Appropriation Control Police - S&W Overtime					
230288	02/24/23	BOROUGH OF BOGOTA	2022-02-28 PR	4,541.28	02/28/23
Total for		Appropriation Control Police - S&W Overtime		4,541.28	
01-2010-25-2401-005 Appropriation Control Police - S&W School Security					
230288	02/24/23	BOROUGH OF BOGOTA	2022-02-28 PR	6,146.00	02/28/23
Total for		Appropriation Control Police - S&W School		6,146.00	
Department Total:		Appropriation Control Police - S&W		86,360.81	
01-2010-25-2411-000 Appropriation Control Police Clerical - S&W Salary &					
230288	02/24/23	BOROUGH OF BOGOTA	2022-02-28 PR	520.20	02/28/23
Total for		Appropriation Control Police Clerical - S&W		520.20	
Department Total:		Appropriation Control Police Clerical - S&W		520.20	
01-2010-25-2421-000 Appropriation Control Crossing Guards - S&W Salary &					
230288	02/24/23	BOROUGH OF BOGOTA	2022-02-28 PR	4,142.38	02/28/23
Total for		Appropriation Control Crossing Guards - S&W		4,142.38	
Department Total:		Appropriation Control Crossing Guards - S&W		4,142.38	
01-2010-25-2501-000 Appropriation Control Police Dispatching/911 - S&W					
230288	02/24/23	BOROUGH OF BOGOTA	2022-02-28 PR	6,957.45	02/28/23
Total for		Appropriation Control Police Dispatching/911 -		6,957.45	
Department Total:		Appropriation Control Police Dispatching/911 -		6,957.45	
01-2010-25-2552-001 Appropriation Control Fire - O/E Other Expenses					
230244	02/16/23	ADAM SCHAEFER	REIMBURSEMENT FOR STAPLES	46.85	02/28/23
230243	02/16/23	ROBERT DIRR	REIMBURSEMENT AEDSUPERSTORE	271.38	02/28/23
Total for		Appropriation Control Fire - O/E Other		318.23	
Department Total:		Appropriation Control Fire - O/E		318.23	
01-2010-25-2651-000 Appropriation Control Uniform Fire Safety - S&W Salary &					
230288	02/24/23	BOROUGH OF BOGOTA	2022-02-28 PR	1,666.01	02/28/23
Total for		Appropriation Control Uniform Fire Safety -		1,666.01	
Department Total:		Appropriation Control Uniform Fire Safety -		1,666.01	
01-2010-25-2652-002 Appropriation Control Uniform Fire Safety - O/E Fire					
230265	02/21/23	VEOLIA WATER NEW	JANUARY-FEBRUARY CHARGES	0.00	02/23/23
230265	02/21/23	VEOLIA WATER NEW	JANUARY-FEBRUARY CHARGES	5,895.40	02/23/23
Total for		Appropriation Control Uniform Fire Safety -		5,895.40	
Department Total:		Appropriation Control Uniform Fire Safety -		5,895.40	
01-2010-26-2901-000 Appropriation Control DPW - S&W Regular					

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230288	02/24/23	BOROUGH OF BOGOTA	2022-02-28 PR	29,681.35	02/28/23
Total for		Appropriation Control DPW - S&W Regular		29,681.35	
01-2010-26-2901-002 Appropriation Control DPW - S&W Overtime					
230288	02/24/23	BOROUGH OF BOGOTA	2022-02-28 PR	198.31	02/28/23
Total for		Appropriation Control DPW - S&W Overtime		198.31	
<u>Department Total:</u>		<u>Appropriation Control DPW - S&W</u>		<u>29,879.66</u>	
01-2010-26-2902-001 Appropriation Control DPW - O/E Snow Removal					
230238	02/14/23	HOME DEPOT CREDIT	INV# 1023117 & 4022592	81.70	02/28/23
Total for		Appropriation Control DPW - O/E Snow Removal		81.70	
01-2010-26-2902-002 Appropriation Control DPW - O/E Miscellaneous					
230227	02/14/23	PWANJ	PWANJ 2023 EXPOSITION	40.00	02/28/23
Total for		Appropriation Control DPW - O/E Miscellaneous		40.00	
01-2010-26-2902-003 Appropriation Control DPW - O/E Vehicle Repairs &					
230279	02/27/23	46 TRUCK REPAIR INC.	WO# 000058490; DISM	270.00	02/28/23
230280	02/27/23	46 TRUCK REPAIR INC.	WO# 000058500; B16 TRUCK NEW	15,935.68	02/28/23
230281	02/27/23	46 TRUCK REPAIR INC.	WO# 000058511; B16 NEW ALT &	1,037.51	02/28/23
230236	02/14/23	UNITED MOTOR PARTS	INV# 2467777; 50/50	205.82	02/28/23
Total for		Appropriation Control DPW - O/E Vehicle		17,449.01	
01-2010-26-2902-007 Appropriation Control DPW - O/E Office Supplies					
230235	02/14/23	DIAMOND ROCK SPRING	INV# 202963; 5 GALLONS OF	25.00	02/28/23
Total for		Appropriation Control DPW - O/E Office		25.00	
<u>Department Total:</u>		<u>Appropriation Control DPW - O/E</u>		<u>17,595.71</u>	
01-2010-26-3001-000 Appropriation Control Shade Tree - S&W Salary & Wages					
230288	02/24/23	BOROUGH OF BOGOTA	2022-02-28 PR	154.42	02/28/23
Total for		Appropriation Control Shade Tree - S&W Salary		154.42	
<u>Department Total:</u>		<u>Appropriation Control Shade Tree - S&W</u>		<u>154.42</u>	
01-2010-26-3002-000 Appropriation Control Shade Tree - O/E Other Expenses					
230219	02/10/23	ANJEC	2023 MEMBERSHIP DUES FOR	400.00	02/28/23
Total for		Appropriation Control Shade Tree - O/E Other		400.00	
<u>Department Total:</u>		<u>Appropriation Control Shade Tree - O/E</u>		<u>400.00</u>	
01-2010-26-3102-003 Appropriation Control Buildings & Grounds - O/E Other					
230237	02/14/23	G & S HARDWARE	INV# 309343; ANT BAIT FOR PD	13.98	02/28/23
230239	02/14/23	JERSEY ELEVATOR CO,	INV# 411806; FULL	169.55	02/28/23
230240	02/14/23	JERSEY ELEVATOR CO,	INV# 412306; REPAIR BUTTONS	891.00	02/28/23
230264	02/21/23	VERIZON	FEBRUARY 2023 DPW ALARM LINE	42.53	02/23/23
Total for		Appropriation Control Buildings & Grounds -		1,117.06	
<u>Department Total:</u>		<u>Appropriation Control Buildings & Grounds -</u>		<u>1,117.06</u>	
01-2010-27-3650-001 Appropriation Control Seniors - S&W Salaries & Wages					
230288	02/24/23	BOROUGH OF BOGOTA	2022-02-28 PR	487.50	02/28/23
Total for		Appropriation Control Seniors - S&W Salaries &		487.50	
<u>Department Total:</u>		<u>Appropriation Control Seniors - S&W</u>		<u>487.50</u>	
01-2010-28-3701-000 Appropriation Control Recreation Services - S&W Regular					

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230288	02/24/23	BOROUGH OF BOGOTA	2022-02-28 PR	2,083.33	02/28/23
Total for		Appropriation Control Recreation Services -		2,083.33	
Department Total:		Appropriation Control Recreation Services -		2,083.33	
01-2010-28-3702-001 Appropriation Control Recreation Services - O/E Other					
230270	02/21/23	ANGELO'S PIZZA	INV# 50702; PIZZA-KARATE	50.00	02/28/23
230214	02/10/23	INSERRA SUPERMARKETS	INV# 01340455861; RECREATION	31.43	02/28/23
230190	02/07/23	ULINE	INV# 158927056; SUPPLIES FOR	515.20	02/28/23
Total for		Appropriation Control Recreation Services -		596.63	
01-2010-28-3702-002 Appropriation Control Recreation Services - O/E Senior					
230273	02/23/23	JAMES MOORE	DUNKIN' SR MEETING 2/21/23	25.58	02/28/23
Total for		Appropriation Control Recreation Services -		25.58	
Department Total:		Appropriation Control Recreation Services -		622.21	
01-2010-29-3901-000 Appropriation Control Free Public Library - 1/3 mil S&W					
230288	02/24/23	BOROUGH OF BOGOTA	2022-02-28 PR	9,862.08	02/28/23
Total for		Appropriation Control Free Public Library -		9,862.08	
Department Total:		Appropriation Control Free Public Library -		9,862.08	
01-2010-31-4302-001 Appropriation Control Electricity #6504224218					
230293	02/28/23	PSE&G	FEBRUARY 2023 GAS & ELECTRIC	18,941.49	02/28/23
230275	02/23/23	WOODRUFF ENERGY	JANUARY-FEBRUARY NATURAL GAS	541.89	02/28/23
Total for		Appropriation Control Electricity #6504224218		19,483.38	
Department Total:		Appropriation Control Electricity		19,483.38	
01-2010-31-4402-001 Appropriation Control Telephone SPECTROTEL #320604					
230276	02/23/23	BULLSEYE TELECOM, INC.	FEBRUARY-MARCH 2023 PHONE	2,665.81	02/28/23
Total for		Appropriation Control Telephone SPECTROTEL		2,665.81	
01-2010-31-4402-022 Appropriation Control Telephone VERIZON - ELEVATOR LINE					
230262	02/21/23	VERIZON	FEBRUARY 2023 ELEVATOR	42.53	02/23/23
Total for		Appropriation Control Telephone VERIZON -		42.53	
Department Total:		Appropriation Control Telephone		2,708.34	
01-2010-31-4452-000 Appropriation Control Water Miscellaneous					
230265	02/21/23	VEOLIA WATER NEW	JANUARY-FEBRUARY CHARGES	20.76	02/23/23
Total for		Appropriation Control Water Miscellaneous		20.76	
01-2010-31-4452-001 Appropriation Control Water Meter #88306893 - 7 E Fort					
230265	02/21/23	VEOLIA WATER NEW	JANUARY-FEBRUARY CHARGES	230.30	02/23/23
Total for		Appropriation Control Water Meter #88306893 -		230.30	
01-2010-31-4452-002 Appropriation Control Water Meter #88505411 - 69 Main St					
230265	02/21/23	VEOLIA WATER NEW	JANUARY-FEBRUARY CHARGES	23.54	02/23/23
Total for		Appropriation Control Water Meter #88505411 -		23.54	
01-2010-31-4452-003 Appropriation Control Water Meter #88228191 - 63 W Broad					
230265	02/21/23	VEOLIA WATER NEW	JANUARY-FEBRUARY CHARGES	170.01	02/23/23
Total for		Appropriation Control Water Meter #88228191 -		170.01	
01-2010-31-4452-004 Appropriation Control Water Meter #88417708 - Cypress					
230265	02/21/23	VEOLIA WATER NEW	JANUARY-FEBRUARY CHARGES	61.30	02/23/23
Total for		Appropriation Control Water Meter #88417708 -		61.30	

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01-2010-31-4452-005			Appropriation Control Water Meter #88227215 - Library		
230265	02/21/23	VEOLIA WATER NEW	JANUARY-FEBRUARY CHARGES	108.26	02/23/23
Total for		Appropriation Control Water Meter #88227215 -		108.26	
01-2010-31-4452-007			Appropriation Control Water Meter #88228192 - Rec Bldg		
230265	02/21/23	VEOLIA WATER NEW	JANUARY-FEBRUARY CHARGES	103.51	02/23/23
Total for		Appropriation Control Water Meter #88228192 -		103.51	
01-2010-31-4452-008			Appropriation Control Water Meter #88305041 - 375 Larch		
230265	02/21/23	VEOLIA WATER NEW	JANUARY-FEBRUARY CHARGES	53.06	02/23/23
Total for		Appropriation Control Water Meter #88305041 -		53.06	
Department Total:		Appropriation Control Water		770.74	
01-2010-31-4552-001			Appropriation Control Sewer Processing BCUA - Operations		
230299	02/28/23	BCUA [SEWER CHARGES]	2023 Q1 WASTEWATER SERVICE	193,151.84	02/28/23
Total for		Appropriation Control Sewer Processing BCUA -		193,151.84	
Department Total:		Appropriation Control Sewer Processing		193,151.84	
01-2010-32-4652-001			Appropriation Control Solid Waste Disposal BCUA Type 10		
230266	02/21/23	BCUA [SEWER CHARGES]	INV# 2054; JAN '23 SOLID	27,372.18	02/28/23
Total for		Appropriation Control Solid Waste Disposal		27,372.18	
01-2010-32-4652-002			Appropriation Control Solid Waste Disposal Miscellaneous		
230234	02/14/23	ENVIRONMENTAL RENEWAL,INV# 322066; TREE PARTS &		693.00	02/28/23
Total for		Appropriation Control Solid Waste Disposal		693.00	
Department Total:		Appropriation Control Solid Waste Disposal		28,065.18	
01-2010-36-4722-000			Appropriation Control Social Security System		
230288	02/24/23	BOROUGH OF BOGOTA	2022-02-28 PR	0.00	02/28/23
230288	02/24/23	BOROUGH OF BOGOTA	2022-02-28 PR	7,408.16	02/28/23
Total for		Appropriation Control Social Security System		7,408.16	
Department Total:		Appropriation Control Social Security System		7,408.16	
01-2010-42-4901-000			Appropriation Control Municipal Court - S&W		
230288	02/24/23	BOROUGH OF BOGOTA	2022-02-28 PR	1,341.81	02/28/23
Total for		Appropriation Control Municipal Court - S&W		1,341.81	
Department Total:		Appropriation Control Municipal Court - S&W		1,341.81	
01-2030-20-1202-000			APPROPRIATION RESERVES Municipal Clerk - O/E Other		
230033	01/17/23	GENERAL CODE	INV# PG000030926; CODE	4,612.36	02/28/23
Total for		APPROPRIATION RESERVES Municipal Clerk - O/E		4,612.36	
Department Total:		APPROPRIATION RESERVES Municipal Clerk - O/E		4,612.36	
01-2030-21-1802-001			APPROPRIATION RESERVES Planning/Zoning Board - O/E		
230249	02/16/23	COSTA ENGINEERING	INV# 21929; OUTFRONT MEDIA	300.00	02/28/23
Total for		APPROPRIATION RESERVES Planning/Zoning Board -		300.00	
Department Total:		APPROPRIATION RESERVES Planning/Zoning Board -		300.00	
01-2030-25-2552-001			APPROPRIATION RESERVES Fire - O/E Other Expenses		
221102	09/09/22	CAMPBELL FIRE	INV# 23274; FIRE	298.00	02/28/23
221392	11/03/22	STATE LINE FIRE &	HURST BATTERIES & CHARGERS	1,915.00	02/28/23
Total for		APPROPRIATION RESERVES Fire - O/E Other		2,213.00	

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<u>Department Total:</u>		<u>APPROPRIATION RESERVES Fire - O/E</u>		<u>2,213.00</u>	
01-2030-27-3302-002 APPROPRIATION RESERVES Board of Health - O/E Other					
221172	09/26/22	N.J. DEPT HEALTH &	REG-42A PAPER & REG-42B	172.00	02/28/23
<u>Total for</u>		<u>APPROPRIATION RESERVES Board of Health - O/E</u>		<u>172.00</u>	
<u>Department Total:</u>		<u>APPROPRIATION RESERVES Board of Health - O/E</u>		<u>172.00</u>	
01-2070-55-0000-000 Local School Taxes Payable Local School Taxes Payable					
230277	02/27/23	BOGOTA BOARD OF	MARCH 2023 SCHOOL TAXES	1,348,607.17	02/28/23
<u>Total for</u>		<u>Local School Taxes Payable Local School Taxes</u>		<u>1,348,607.17</u>	
<u>Department Total:</u>		<u>Local School Taxes Payable Local School Taxes</u>		<u>1,348,607.17</u>	
01-G300-13-1000-018 APPROPRIATED GRANTS MUNICIPAL ALLIANCE 2018					
230044	01/17/23	CNA SURETY DIRECT BILIBOND #22150881; COMPANY 0601		0.00	02/28/23
230044	01/17/23	CNA SURETY DIRECT BILIBOND #22150881; COMPANY 0601		150.00	02/28/23
<u>Total for</u>		<u>APPROPRIATED GRANTS MUNICIPAL ALLIANCE 2018</u>		<u>150.00</u>	
<u>Department Total:</u>		<u>APPROPRIATED GRANTS MUNICIPAL ALLIANCE</u>		<u>150.00</u>	
04-2150-55-1568-001 Improvment Authorizations 1568 - Pine Street Phase II					
220655	05/19/22	4 CLEAN-UP INC.	PINE STREET SECTION 2 &	5,324.89	02/28/23
<u>Total for</u>		<u>Improvment Authorizations 1568 - Pine Street</u>		<u>5,324.89</u>	
<u>Department Total:</u>		<u>Improvment Authorizations 1568 - Pine Street</u>		<u>5,324.89</u>	
04-2150-55-1578-005 Improvment Authorizations 1578 - Var. Cap. Impvts Roads					
230291	02/24/23	D.S. MEYER	RIVER RD; SANITARY LINE	4,900.00	02/28/23
<u>Total for</u>		<u>Improvment Authorizations 1578 - Var. Cap.</u>		<u>4,900.00</u>	
<u>Department Total:</u>		<u>Improvment Authorizations 1578 - Var. Cap.</u>		<u>4,900.00</u>	
13-3040- - - Wrestling					
230092	01/17/23	TWIN COUNTY	INV# 2023-37; 2023 WRESTLING	700.00	02/28/23
<u>Total for</u>		<u>Wrestling</u>		<u>700.00</u>	
<u>Department Total:</u>		<u>Wrestling</u>		<u>700.00</u>	
14-0005-00-0005-062 Outside Police Employment Fees					
230288	02/24/23	BOROUGH OF BOGOTA	2022-02-28 PR	0.00	02/28/23
230288	02/24/23	BOROUGH OF BOGOTA	2022-02-28 PR	9,975.00	02/28/23
<u>Total for</u>		<u>Outside Police Employment Fees</u>		<u>9,975.00</u>	
<u>Department Total:</u>		<u>Outside Police Employment Fees</u>		<u>9,975.00</u>	
16-2000-22-0014- ACCUTRACK ACCOUNT THOR RIVER ROAD LLC					
230247	02/16/23	COSTA ENGINEERING	INV# 21998; THOR RIVER ROAD	9,025.00	02/28/23
230246	02/16/23	PHILLIPS PREISS	INV# 36732; THOR RIVER ROAD	271.25	02/28/23
<u>Total for</u>		<u>ACCUTRACK ACCOUNT THOR RIVER ROAD LLC</u>		<u>9,296.25</u>	
<u>Department Total:</u>		<u>ACCUTRACK ACCOUNT</u>		<u>9,296.25</u>	
16-2000-22-0016- ACCUTRACK ACCOUNT WENESCO BOGOTA REALTY, LLC					
230251	02/16/23	COSTA ENGINEERING	INV# 22002; WENESCO BOGOTA	600.00	02/28/23
<u>Total for</u>		<u>ACCUTRACK ACCOUNT WENESCO BOGOTA REALTY, LLC</u>		<u>600.00</u>	
<u>Department Total:</u>		<u>ACCUTRACK ACCOUNT</u>		<u>600.00</u>	
16-2000-22-0017- ACCUTRACK ACCOUNT 285 ORCHARD, LLC					
230248	02/16/23	COSTA ENGINEERING	INV# 21999; 285 ORCHARD TERR	3,150.00	02/28/23

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230245	02/16/23	PHILLIPS PREISS	INV# 36754; 285 ORCHARD	155.00	02/28/23
Total for		ACCUTRACK ACCOUNT	285 ORCHARD, LLC	3,305.00	
Department Total:		ACCUTRACK ACCOUNT		3,305.00	